

CITY OF HUNTINGTON PARK

City Council

Regular Meeting Agenda

Tuesday, February 6, 2018

6:00 p.m.

City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Marilyn Sanabria
Mayor

Jhonny Pineda
Vice Mayor



Karina Macias
Council Member

Graciela Ortiz
Council Member

Manuel "Manny" Avila
Council Member

All agenda items and reports are available for review in the City Clerk's Office and www.hpca.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

Public Comment

The Council encourages all residents of the City and interested people to attend and participate in the meetings of the City Council.

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of Public Comment.

For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on

any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions to Agenda

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

Important Notice

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at www.hpca.gov. NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

CALL TO ORDER

ROLL CALL

Mayor Marilyn Sanabria
Vice Mayor Jhonny Pineda
Council Member Karina Macias
Council Member Graciela Ortiz
Council Member Manuel "Manny" Avila

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

"Certificates of Recognition," Presented to Linda E. Marquez High School Girls Varsity Soccer Team for Their Accomplishment in Winning the "Holiday Christmas Classic Girls Soccer Championship Tournament"

"Certificates of Recognition," Presented to the American Youth Soccer Organization (AYSO) Boys U10 and Girls U12 Soccer Teams for Their Accomplishment in Winning the "Area Z All Star Championship Tournament"

"Certificates of Appreciation," Presented to Volunteers for Their Dedication in Assisting with the "2018 Greater Los Angeles Homeless Count"

Presentation by Mark Stanley, Executive Director, Rivers and Mountain Conservancy (RMC) on the Lower Los Angeles River Revitalization Plan

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. PUBLIC EMPLOYEE EMPLOYMENT
Government Code Section 54957(b)(1) -
Title: Director of Finance
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54957.9(d)(1)
Case name: MKay v. City of Huntington Park, et al.

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

OFFICE OF THE CITY CLERK

1. Approve Minute(s) of the following City Council Meeting(s):

1-1 Regular City Council Meeting held January 16, 2018.

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated February 6, 2018

END OF CONSENT CALENDAR

REGULAR AGENDA

OFFICE OF THE CITY CLERK

3. Consideration and Approval of Resolution Adopting a New Conflict of Interest Code in Accordance with the Political Reform Act

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2018-02, Amending Resolution No. 2016-09, adopting a new Conflict of Interest Code in accordance with the Political Reform Act.

COMMUNITY DEVELOPMENT

4. Consideration and Approval of an Award of Contract to Alfredo De La Torre Construction Service in Connection with the City's Minor Home Repair Program for Property Located at 3604 Live Oak Street, Huntington Park, California

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Alfredo De La Torre Construction Service in an amount not to exceed \$7,500 to perform eligible work under the City's Minor Home Repair Program for property located at 3604 Live Oak Street, Huntington Park, California;
2. Authorize Interim City Manager to execute contract; and
3. Approve change orders in an amount not to exceed 10% of the total contract amount.

5. Consideration and Approval of an Award of Contract to Sarahang Builders, Inc. in Connection to the City's Lead Based Paint Hazard Control Program for Property Located at 3604 Live Oak Street, Huntington Park, California

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve contract with Sarahang Builders, Inc. for an amount of \$14,400 to remediate lead-based paint hazards on a single-family unit located at 3604 Live Oak Street;
2. Authorize Interim City Manager to execute contract; and
3. Approve change orders in an amount not to exceed 10% of the total contract amount.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS

6. Consideration and Approval of Appropriation and Allocation of Unencumbered Grant Funding for Used Oil and Beverage Container Recycling City/County Payment Programs

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve appropriation and allocation of \$8,498 to the Used Oil Recycling fund accounts that were not previously appropriated for FY 17/18; and
2. Approve appropriation and allocation of \$5,160 to the Beverage Container Recycling fund accounts that were not previously appropriated for FY 17/18.

7. Consideration and Approval of a Sub-Recipient Agreement Between the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for Implementation of Grant Agreement with the California State Water Resources Control Board

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the sub-recipient agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority;
2. Authorize Interim City Manager to execute the agreement; and
3. Authorize budget appropriation of \$23,100 to account 111-8030-461-56-42.

8. Consideration and Approval of Acceptance of Work Performed by FS Contractors, Inc. for the Middleton Safe Routes to Schools (SR2S) Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve acceptance of work performed by FS Contractors, Inc. for the construction of the Middleton Safe Routes to School Project with a total final amount of \$367,715; including \$2,025 deductive Contract Change Order (CCO) for change in bid quantities;
2. Authorize staff to sign the "Notice of Completion" (NOC) and direct City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the 5% retention being withheld from the payment to Contractor after 35 days of the effective date of the recordation of the Notice of Completion, if no Stop Notices are filed within the 35-day period.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

9. Consideration and Approval to Purchase Additional Security Equipment

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve purchase of additional security equipment from Valley Alarm for City Hall access doors; and
2. Approve reallocation of funds for \$14,925 into account number 111-8022-419.7410.

10. Consideration and Approval of Award of Contract for Police Annex Building Roof Repair Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve award of contract to 4 Seasons Roofing, Inc., which will accept this project and proceed with the work in accordance with the proposal; and
2. Authorize Interim City Manager to execute and negotiate the contract.

11. Consideration and Approval of a Resolution Authorizing the Acceptance and Execution of funding Agreement with Metropolitan Transportation Authority for the Federal Transportation Earmark Exchange Program

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2018-03, Authorizing the Acceptance of Funding Agreement with Metropolitan Transportation Authority for the Federal Transportation Earmark Exchange Program;
2. Authorize Interim City Manager to execute the agreement; and
3. Direct staff to proceed with the project's implementation.

REGULAR AGENDA (CONTINUED)

PUBLIC WORKS (CONTINUED)

12. Consideration and Approval of a Resolution Authorizing the Acceptance and Execution of Funding Agreement with Metropolitan Transportation Authority for the Signal Synchronization & Bus Speed Improvement Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2018-04, Authorizing the Acceptance of Funding Agreement with Metropolitan Transportation Authority for the Signal Synchronization & Bus Speed Improvement Project;
2. Authorize Interim City Manager to execute agreement;
3. Direct staff to proceed with the project's implementation; and
4. Authorize Staff to issue a Request for Proposals (RFP) to proceed with Design, Bid Advertisement, and Bid Analysis; or
5. Authorize Infrastructure Engineers under the currently approved Augmentation Contract, to proceed with these items of work at a not to exceed fee of 7% of the project budget.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel "Manny" Avila

Council Member Graciela Ortiz

Council Member Karina Macias

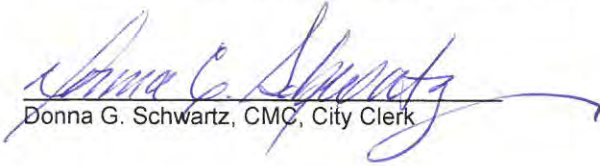
Vice Mayor Jhonny Pineda

Mayor Marilyn Sanabria

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, February 20, 2018, at 6:00 P.M

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing special meeting notice and agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 24 hours prior to the meeting. Dated this 1st day of February 2018.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the City of Huntington Park City Council Tuesday January 16, 2018

Sergeant at Arms read the Rules of Decorum before the start of the Successor Agency meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:31 p.m. on Tuesday, January 16, 2018, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

PRESENT: Council Member(s): Manuel “Manny” Avila, Karina Macias, Graciela Ortiz, Vice Mayor Jhonny Pineda and Mayor Marilyn Sanabria.

CITY OFFICIALS/STAFF: Ricardo Reyes, Interim City Manager; Cosme Lozano, Chief of Police; Arnold Alvarez-Glasman, City Attorney; Daniel Hernandez, Director of Public Works; Cynthia Norzagaray, Director of Parks and Recreation, Martha Castillo, Director of Human Resources; Annie Ruiz, Finance Manager and Donna G. Schwartz, City Clerk. ABSENT: Sergio Infanzon, Director of Community Development.

INVOCATION

Invocation was led by Mayor Sanabria.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Pineda.

PRESENTATIONS

Council presented the Mayor’s Holiday Awards to the “Best Decorated Home” for “Best Display,” “Originality,” “Holiday Spirit” and “Creativity” winners. Mayor’s Holiday Awards also went out to “Best Decorated Apartment Balcony” and “Best Decorated Neighborhood” winners.

Council presented “Certificates of Appreciation” to the various sponsors who donated to the 67th Annual Huntington Park Holiday Parade.

Council presented a proclamation to Andrew Campanella, President, National School Choice Week, Proclaiming “January 21-27, 2018 as School Choice Week,” in the City of Huntington Park.

PUBLIC COMMENT

Interim City Manager Rick Reyes announced that copies of Regular Agenda Item 5 were available from the City Clerk.

1. Francisco Rivera, thanked the City’s code enforcement for assisting with a complaint on Florence and Santa Fe Avenue, thanked GPC and the City’s Public Works Department for doing a great job, commented on the street sweeping performance, spoke in opposition to marijuana dispensaries and suggested that Public Works drive around with a truck looking for illegal dumping.
2. Rodolfo Cruz, commented on parking spaces, parking on the street, obligation payments and bonds.

STAFF RESPONSE – None.

CLOSED SESSION

At 6:58 p.m. Arnold Alvarez-Glasman, City Attorney, recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Osicka v. City of Huntington Park

At 7:25 p.m. Mayor Sanabria reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Alvarez-Glasman announced all Council Members were present and discussed closed session Item 1. Item 1) direction was provided, with possible resolution of this matter and direction to attempt to resolve this matter with unanimous vote by Council.

CONSENT CALENDAR

Council Member Ortiz recommended staff work on a better description on the warrants and noted the City does maintenance to City owned vehicles not Metro Transit vehicles and would like the description changed on the warrants from Metro Transit to H.P. Express.

Motion: Council Member Ortiz motioned to approve consent calendar with the noted changes to the minutes, seconded by Vice Mayor Pineda. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria
NOES: Council Member(s): None

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
 - 1-1 Special City Council Meeting held November 30, 2017;
 - 1-2 Regular City Council Meeting held December 5, 2017; and
 - 1-3 Special City Council Meeting held December 12, 2017.

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s):
 - 2-1 Dated January 9, 2018; and
 - 2-2 Dated January 16, 2018.

END OF CONSENT CALENDAR

REGULAR AGENDA

OFFICE OF THE CITY CLERK

3. Consideration and Approval of a Resolution Appointing a Delegate to the Independent Cities Risk Management Authority's Governing Board (ICRMA)

Interim City Manager Ricardo Reyes announced the item and introduced City Clerk Donna Schwartz who presented the staff report.

Motion: Council Member Ortiz motioned to appoint Interim City Manager Ricardo Reyes as the Delegate, Public Works Director Daniel Hernandez as Alternate and Mayor Sanabria as Sub Alternate to the ICRMA Board and to adopt Resolution No. 2018-01, Amending Resolution No. 2016-48 and Appointing a Delegate to the Independent Cities Risk Management Authority's Governing Board (ICRMA), seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria
NOES: Council Member(s): None

4. Consideration and Approval of Award of a Professional Services Agreement (PSA) for Live Web Streaming Services of City Council Meetings

Interim City Manager Ricardo Reyes announced the item and introduced City Clerk Donna Schwartz who presented the staff report.

Motion: Council Member Macias motioned to approve award of PSA to Town Hall Streams for Live Web Streaming Services of City Council Meetings, to add the Facebook Live option and authorize Interim City Manager to negotiate and execute agreement, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria
NOES: Council Member(s): None

COUNCIL

5. Consideration and Approval of Appointment for the Position of Director of Finance

Interim City Manager Ricardo Reyes presented the item and recommended the approval to appoint Nita McKay.

Motion: Mayor Sanabria motioned to approve appointment of Nita McKay to serve in the position of Director of Finance and authorize the Interim City Manager to execute an employment agreement, seconded by Council Member Ortiz. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria
NOES: Council Member(s): None

FINANCE

6. Discussion and Direction of the City of Huntington Park's Credit Card Policy and Procedures

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Discuss and make any modifications, deletions and additions to the existing policy and procedures for departmental use of City issued credit cards;
2. Provide staff with direction on the issuance and use of credit cards in the future; and
3. Bring back to Council for final approval.

Interim City Manager Ricardo Reyes presented the item and introduced Finance Manager Annie Ruiz who gave an overview.

Mayor Sanabria requested the removal of section "C" page 1 and a \$1,500 limit for directors and different for City Manager but agrees with Council Member Ortiz and the \$2,000 limit for directors.

Vice Mayor Pineda directed staff to come up with a plan in case someone needs to run an errand at the last minute and be able to purchase or get reimbursed.

Council Member Ortiz recommended a limit for directors to be \$2,000 and to have all credit cards collected. Agrees with a contingency plan when last minute items need to be purchased.

Mayor Sanabria directed staff to come back to council with changes.

POLICE

7. Consideration and Approval to Purchase a DUI Trailer for the Police Department Traffic Enforcement Bureau

Interim City Manager Ricardo Reyes presented the item and introduced Chief of Police Cosme Lozano who gave an overview.

Council Member Macias requested staff to bring back to Council to discuss, more of a collaboration when it comes to grants. To look at areas with respect to safety.

Council Member Ortiz questioned if there's a plan in place for more patrol.

Chief of Police Cosme Lozano stated staff can prepare an informational staff report based on projected activities that PD recommends that Council can review and make suggestions. Council concurs with bringing it back to the next council meeting.

Motion: Council Member Ortiz motioned to authorize the purchase of a customized mobile Driving Under the Influence (DUI) trailer, associated equipment, and labor costs from Universal Trailers in the City of Riverside as a sole source vendor, authorize the requisition of funds totaling \$33,450.05 from the OTS Grant Fund Account # 224-7115-421.74-10 and authorize the Chief of Police to purchase the DUI trailer and complete this project, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria
NOES: Council Member(s): None

PUBLIC WORKS

8. Consideration and Approval of Budget Appropriation and Allocation of Unencumbered Grant Funding of Competitive Beverage Container (Big Belly) Grant Funds

Interim City Manager Ricardo Reyes presented the item and introduced Public Works Director Daniel Hernandez who provided an overview.

Motion: Council Member Ortiz motioned to approve Appropriation and allocation of \$23,482.60 to the Competitive Beverage Container (Big Belly) Account Number 288-8058-432-54-00 that were not previously budgeted and appropriated for FY 17/18, seconded by Council Member Macias. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria

NOES: Council Member(s): None

9. Consideration and Approval of First Amendment to the Professional Services Agreement (PSA) to Memorialize the Name Change from Severn Trent of North America to Inframark LLC

Interim City Manager Ricardo Reyes presented the item and introduced Public Works Director Daniel Hernandez who provided an overview.

Motion: Council Member Ortiz motioned to approve an amendment to the 2015 Professional Services Agreement, to reflect and memorialize the name change from Severn Trent North America to INFRAMARK LLC and authorize Interim City Manager to execute the Amendment, seconded by Mayor Sanabria. Motion passed 5-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Macias, Ortiz, Vice Mayor Pineda and Mayor Sanabria

NOES: Council Member(s): None

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila, wished everyone a Happy New Year.

Council Member Graciela Ortiz, announced a Citywide Clean-up at Freedom Park on January 27th from 9-11 a.m.

Council Member Karina Macias, thanked staff for all their work, thanked Public Works for working on weekends and responding quickly, announced a meeting at the Huntington Park High School regarding the High School project on January 25th at 6 p.m. and wished everyone a Happy New Year.

Vice Mayor Jhonny Pineda, wished all a good night and suggested next year decorating the palm trees for the holidays and requested staff look for sponsorship earlier in the year.

Mayor Marilyn Sanabria, announced the Homeless Count needs volunteers and wished everyone a Happy New Year.

ADJOURNMENT

At 8:08 p.m. Mayor Sanabria adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, February 6, 2018, at 6:00 P.M

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

DRAFT

City of Huntington Park List of Funds

Fund	Description	Fund	Description
111	General Fund	234	Congressional Earmark
114	Spec Events Contrib Rec	235	Federal Street Improvmnt
120	Special Revenue DNA ID	237	Community Planning
121	Special Revnu Welfare Inm	239	Federal CDBG Fund
122	Prevention Intervention	240	HUD EZ/EC Soc Sec Block
123	Board of Corrections - LEAD	242	HUD Home Program
124	Auto Theft	243	HUD 108 B03MC060566
150	Emergency Preparedness	245	EPA Brownfield
151	Economic Development	246	LBPHCP-Lead Base
201	Environmental Justice	247	Neighborhood Stabilization
202	CFP Crosswalks	248	Homelessness Prevention
204	SR2S Middleton Safe Route	252	ABC
205	CFP Pacific Blvd	275	Successor Agency
206	CFP iPark Pay Station	283	Sewer Maintenance Fund
207	CFP Signal Synchronization	285	Solid Waste Mgmt Fund
208	CMAQ Metro Rapid	286	Illegal Disposal Abatemnt
209	CFP City Street Resurfacing	287	Solid Waste Recycle Grant
216	Employees Retirement Fund	288	COMPBC
217	OPEB	334	Ped/Bike Path Fund
219	Sales Tax-Transit Fund A	349	Capital Improvement Fund
220	Sales Tax-Transit C	475	Public Financng Authority
221	State Gasoline Tax Fund	533	Business Improv Dist Fund
222	Measure R	535	Strt Lght & Lndscp Assess
223	Local Origin Program Fund	681	Water Department Fund
224	Office of Traffc & Safety	741	Fleet Maintenance
225	Cal Cops Fund	745	Worker's Compensation Fnd
226	Air Quality Improv Trust	746	Employee Benefit Fund
227	Offc of Criminal Justice	748	Veh & Equip Replacement
228	Bureau of Justice Fund	779	Deferred Comp. Trust Fund
229	Police Forfeiture Fund	800	Pooled Cash
231	Parking System Fund	801	Pooled Cash Fund
232	Art in Public Places Fund	802	Pooled Interest
233	Bullet Proof Vest Grant		

CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-6-2018

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY INC	303939-00	535-8016-431.61-45	Street Lighting Supplies	1,922.64
	304096-00	535-8016-431.61-45	Street Lighting Supplies	268.38
	304266-00	535-8016-431.61-45	Street Lighting Supplies	88.30
				\$2,279.32
ADLERHORST INTERNATIONAL LLC	98645	111-7030-421.61-20	Dept Supplies & Expense	113.14
				\$113.14
ADMIN SURE	10837	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40
				\$7,080.40
ADT SECURITY	645957104	111-8023-451.56-41	Contractual Srv - Other	897.34
				\$897.34
AFSCME COUNCIL 36	PPE 01/14/2018	802-0000-217.60-10	Association Dues	727.32
				\$727.32
ALADDIN LOCK & KEY SERVICE	27559	741-8060-431.43-20	Fleet Maintenance	197.78
	27720	741-8060-431.43-20	Fleet Maintenance	163.88
				\$361.66
ALFARO COMMUNICATIONS CONSTRUC	0020781	111-0000-228.70-00	Business License Refund	102.97
				\$102.97
ALI ALQAZA	48041/7320	285-0000-228.75-00	C&D Deposit Refund	4,350.00
				\$4,350.00
ALL CITY MANAGEMENT SERVICES	52381	111-7022-421.56-41	Contractual Srv - Other	178.30
	52519	111-7022-421.56-41	Contractual Srv - Other	3,334.21
				\$3,512.51
ALVAREZ-GLASMAN & COLVIN	2017-10-16707	111-0220-411.32-70	Contractual Srv Legal	29,794.09
	2017-10-16708	111-0220-411.32-70	Contractual Srv Legal	5,247.04
	2017-10-16709	111-0220-411.32-70	Contractual Srv Legal	836.00
	2017-10-16710	745-9031-413.32-70	Contractual Srv Legal	5,439.30
	2017-10-16729	745-9031-413.32-70	Contractual Srv Legal	878.30
	2017-10-16730	745-9031-413.32-70	Contractual Srv Legal	834.62
	2017-10-16731	745-9031-413.32-70	Contractual Srv Legal	2,027.03
	2017-10-16732	745-9031-413.32-70	Contractual Srv Legal	2,092.50
	2017-10-16733	745-9031-413.32-70	Contractual Srv Legal	249.60
	2017-10-16734	745-9031-413.32-70	Contractual Srv Legal	3,687.59
	2017-10-16735	745-9031-413.32-70	Contractual Srv Legal	1,608.11
	2017-10-16736	745-9031-413.32-70	Contractual Srv Legal	10,108.31
	2017-11-16766	745-9031-413.32-70	Contractual Srv Legal	6,102.80
	2017-11-16767	745-9031-413.32-70	Contractual Srv Legal	126.00
	2017-11-16768	745-9031-413.32-70	Contractual Srv Legal	1,305.00
	2017-11-16769	745-9031-413.32-70	Contractual Srv Legal	837.00
	2017-11-16770	745-9031-413.32-70	Contractual Srv Legal	1,239.36
	2017-11-16771	745-9031-413.32-70	Contractual Srv Legal	360.66
	2017-11-16772	745-9031-413.32-70	Contractual Srv Legal	7,681.66
				\$80,454.97

CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-6-2018

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN CELEBRATIONS	182656	111-0240-466.61-20	Dept Supplies & Expense	52.44
	182787	111-0240-466.61-20	Dept Supplies & Expense	39.33
				\$91.77
AMERICAN EXPRESS	000068557	111-0110-411.61-20	Dept Supplies & Expense	44.93
	00010007147	111-0110-411.61-20	Dept Supplies & Expense	10.94
	00470100018	111-0110-411.61-20	Dept Supplies & Expense	14.24
	208117	111-0110-411.66-05	Council Meeting Expenses	115.95
	56500003	111-0110-411.66-05	Council Meeting Expenses	120.00
	9999997338	111-0110-411.66-05	Council Meeting Expenses	12.97
	00068680	111-0230-413.59-15	Professional Development	440.00
	31099537333	111-0230-413.64-05	Employee Recognition	555.68
	73011007333	111-0230-413.64-05	Employee Recognition	2,163.69
	00OUH7OHFIC	111-0240-466.61-20	Dept Supplies & Expense	60.61
	73011007345	111-0240-466.61-20	Dept Supplies & Expense	131.31
	001800821	111-7010-421.59-15	Professional Development	335.00
	10000924528	111-7010-421.59-15	Professional Development	165.00
	100009245496	111-7010-421.59-15	Professional Development	165.00
	170846627	111-7010-421.59-15	Professional Development	56.93
	170846656	111-7010-421.59-15	Professional Development	40.00
	000000000279	111-7010-421.61-20	Dept Supplies & Expense	40.00
	00000000034	111-7010-421.61-20	Dept Supplies & Expense	10.00
	000049694	111-7010-421.61-20	Dept Supplies & Expense	71.77
	00008468	111-7010-421.61-20	Dept Supplies & Expense	1,516.80
	00008484	111-7010-421.61-20	Dept Supplies & Expense	151.68
	00008489	111-7010-421.61-20	Dept Supplies & Expense	417.69
	0395301	111-7010-421.61-20	Dept Supplies & Expense	10.00
	10156320171	111-7010-421.61-20	Dept Supplies & Expense	73.49
	170854643	111-7010-421.61-20	Dept Supplies & Expense	40.00
	170854646	111-7010-421.61-20	Dept Supplies & Expense	40.00
	23350034	111-7010-421.61-20	Dept Supplies & Expense	10.50
	31099537356	111-7010-421.61-20	Dept Supplies & Expense	921.12
	75550040	111-7010-421.61-20	Dept Supplies & Expense	54.00
	96V3DS38	111-7010-421.61-20	Dept Supplies & Expense	14.99
	AR43634804	111-7010-421.61-20	Dept Supplies & Expense	162.44
	521580559	111-7022-421.61-24	Patrol Admin Volunteers	25.00
	630225194	111-7022-421.61-24	Patrol Admin Volunteers	104.00
	00210409	111-7030-421.61-20	Dept Supplies & Expense	52.18
	00232786	111-7030-421.61-20	Dept Supplies & Expense	58.75
	00237435	111-7030-421.61-20	Dept Supplies & Expense	58.10
	01367000145314	111-7030-421.61-20	Dept Supplies & Expense	65.68
	5744447140	111-7030-421.61-20	Dept Supplies & Expense	72.27
	MQT83T6F8FA	111-8020-431.61-20	Dept Supplies & Expense	0.99
	12/11/17	111-9010-419.61-20	Dept Supplies & Expense	60.00
				\$8,463.70
AMERICAN FAMILY LIFE ASSURANCE	PPE 01/14/2018	802-0000-217.50-40	Life-Cancer Insurance	106.58
				\$106.58

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ANGEL SALCEDO GARCIA	HP020006913	111-0000-351.10-10	Citations	55.00
				\$55.00
APPLIANCE PARTS SPECIALIST	1-12-18	111-8024-421.43-10	Buildings - O S & M	325.00
				\$325.00
ARAMARK UNIFORM & CAREER APPAREL	532923575	741-8060-431.61-20	Dept Supplies & Expense	98.85
	532975357	741-8060-431.61-20	Dept Supplies & Expense	184.08
	532992655	741-8060-431.61-20	Dept Supplies & Expense	99.00
	533009997	741-8060-431.61-20	Dept Supplies & Expense	98.00
	533027290	741-8060-431.61-20	Dept Supplies & Expense	97.96
				\$577.89
ARROYO BACKGROUND INVESTIGATIONS	1483	111-7010-421.56-41	Contractual Srvc - Other	1,350.00
				\$1,350.00
ASSOCIATED OF LOS ANGELES, INC.	S1134447.001	535-8016-431.61-45	Street Lighting Supplies	285.66
	S1135708.001	535-8016-431.61-45	Street Lighting Supplies	126.67
				\$412.33
AT& T	1/12/18	111-7010-421.53-10	Telephone & Wireless	1.87
				\$1.87
AT&T	10717047	111-9010-419.53-10	Telephone & Wireless	200.90
	10747048	111-9010-419.53-10	Telephone & Wireless	3,726.87
	10747049	111-9010-419.53-10	Telephone & Wireless	96.29
	10747050	111-9010-419.53-10	Telephone & Wireless	243.97
				\$4,268.03
AT&T MOBILITY	X01142018	111-7010-421.53-10	Telephone & Wireless	4,016.62
				\$4,016.62
AT&T PAYMENT CENTER	11/28-12/27/18	111-7010-421.53-10	Telephone & Wireless	455.66
	1/7/17-2/6/18	111-9010-419.53-10	Telephone & Wireless	506.53
				\$962.19
B AND H SIGNS	17000	741-8060-431.43-20	Fleet Maintenance	595.00
				\$595.00
BARR & CLARK INC	44175	246-5098-463.56-41	Contractual Srvc - Other	550.00
	45099	246-5098-463.56-41	Contractual Srvc - Other	345.00
	45100	246-5098-463.56-41	Contractual Srvc - Other	540.00
	45101	246-5098-463.56-41	Contractual Srvc - Other	540.00
				\$1,975.00
BATTERY SYSTEMS INC	4233109	741-8060-431.43-20	Fleet Maintenance	634.00
	4235275	741-8060-431.43-20	Fleet Maintenance	1,118.44
	4245120	741-8060-431.43-20	Fleet Maintenance	140.99
	4255925	741-8060-431.43-20	Fleet Maintenance	112.00
				\$2,005.43
BENEFIT ADMINISTRATION CORPORATION	6027549-IN	111-0230-413.56-41	Contractual Srvc - Other	80.00
				\$80.00

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BENNETT LANDSCAPE	201955	231-8010-415.56-41	Contractual Srvc - Other	2,635.00
	201955	535-8090-452.56-60	Contract Landscape Labor	18,445.00
	1700144	535-8090-452.61-20	Dept Supplies & Expense	60.00
	202227	535-8090-452.61-20	Dept Supplies & Expense	150.00
				\$21,290.00
BLACK AND WHITE EMERGENCY VEHICLES	2292	741-8060-431.43-20	Fleet Maintenance	760.76
				\$760.76
BLUE STAR DOOR REPAIR INC	3196	111-8023-451.43-10	Buildings - O S & M	882.12
	3196	475-6010-415.73-10	Improvements	1,045.88
				\$1,928.00
BOB BARKER COMPANY INC.	WEB000518123	121-7040-421.56-14	Welfare Inmate Fd Expense	154.84
				\$154.84
CAL STATE ROOFING	07-064	111-8024-421.43-10	Buildings - O S & M	1,850.00
				\$1,850.00
CALIF PUBLIC EMPLOYEES RETIREMENT	15156322/156340	111-0110-411.23-50	Unfunded PERS Contr-Misc	2,104.88
	100000015156350	111-0210-413.23-50	Unfunded PERS Contr-Misc	6.10
	15156322/156340	111-0210-413.23-50	Unfunded PERS Contr-Misc	2,704.94
	15156322/156340	111-0230-413.23-50	Unfunded PERS Contr-Misc	1,891.91
	15156322/156340	111-1010-411.23-50	Unfunded PERS Contr-Misc	1,885.17
	15156322/156340	111-3010-415.23-50	Unfunded PERS Contr-Misc	9,488.42
	100000015156350	111-5010-419.23-50	Unfunded PERS Contr-Misc	3.35
	15156322/156340	111-5010-419.23-50	Unfunded PERS Contr-Misc	9,052.87
	15156322/156340	111-6010-451.23-50	Unfunded PERS Contr-Misc	4,341.15
	15156322/156340	111-7010-421.23-50	Unfunded PERS Contr-Misc	19,002.48
	100000015156327	111-7010-421.24-50	Unfunded PERS Contr-Sworn	129,967.25
	100000015156332	111-7010-421.24-50	Unfunded PERS Contr-Sworn	29.22
	15156322/156340	111-8010-431.23-50	Unfunded PERS Contr-Misc	14,816.68
	PPE 01/14/2018	802-0000-217.30-10	PERS	34,112.83
	PPE 12/03/2017	802-0000-217.30-10	PERS	34,551.63
	PPE 12/17/2017	802-0000-217.30-10	PERS	33,482.70
	PPE 12/31/2017	802-0000-217.30-10	PERS	33,431.90
	PPE 01/14/2018	802-0000-218.10-10	PERS Employer	57,958.35
	PPE 12/03/2017	802-0000-218.10-10	PERS Employer	58,221.96
	PPE 12/17/2017	802-0000-218.10-10	PERS Employer	57,165.23
	PPE 12/31/2017	802-0000-218.10-10	PERS Employer	57,097.95
				\$561,316.97
CARL WARREN & CO.	1829902	745-9031-413.33-70	Contractual Srv 3rd Party	1,000.00
	1829903	745-9031-413.33-70	Contractual Srv 3rd Party	1,000.00
	1829904	745-9031-413.33-70	Contractual Srv 3rd Party	1,000.00
	1829905	745-9031-413.33-70	Contractual Srv 3rd Party	1,000.00
	1829906	745-9031-413.33-70	Contractual Srv 3rd Party	1,750.00
	1832498	745-9031-413.33-70	Contractual Srv 3rd Party	375.00
	1832499	745-9031-413.33-70	Contractual Srv 3rd Party	375.00
				\$6,500.00

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CARLA ENRIQUETA TORRES GARCIA	66837/66987	111-6060-466.33-20	Contractual Srv Class	134.40
				\$134.40
CARLOS W MAGANA	1/23/2018	111-6030-451.33-90	Referee Services	192.00
				\$192.00
CARPENTER ROTHANS & DUMONT LLP	29415	745-9031-413.32-70	Contractual Srv Legal	3,339.00
	30180	745-9031-413.32-70	Contractual Srv Legal	1,359.50
	30190	745-9031-413.32-70	Contractual Srv Legal	675.00
	30191	745-9031-413.32-70	Contractual Srv Legal	7,872.55
	30301	745-9031-413.32-70	Contractual Srv Legal	4,387.50
				\$17,633.55
CCAP AUTO LEASE LTD	01/12/2018	226-9010-419.74-20	Vehicle Leases	224.75
				\$224.75
CENTRAL BASIN MWD	HP-DEC17	681-8030-461.41-00	Water Purchase	36,421.05
				\$36,421.05
CENTRAL FORD	309392	741-8060-431.43-20	Fleet Maintenance	608.29
	309585	741-8060-431.43-20	Fleet Maintenance	259.30
	309780	741-8060-431.43-20	Fleet Maintenance	288.18
	309899	741-8060-431.43-20	Fleet Maintenance	151.14
	310752	741-8060-431.43-20	Fleet Maintenance	197.74
	310755	741-8060-431.43-20	Fleet Maintenance	652.18
	310824	741-8060-431.43-20	Fleet Maintenance	76.01
	311167	741-8060-431.43-20	Fleet Maintenance	134.00
				\$2,366.84
CHAMPION CJD	505090	741-8060-431.43-20	Fleet Maintenance	568.40
				\$568.40
CHARTER COMMUNICATIONS	0467069122717	111-7010-421.53-10	Telephone & Wireless	1,250.00
	0511379010318	111-7010-421.53-10	Telephone & Wireless	462.22
	0444795122217	111-9010-419.53-10	Telephone & Wireless	680.00
	0389644012118	121-7040-421.56-14	Welfare Inmate Fd Expense	228.03
				\$2,620.25
CHICAGO TITLE COMPANY	FCPF-0911703419	242-5050-463.57-30	HCDA Grant/Rebate	15.00
				\$15.00
CINTAS CORPORATION	5009595356	111-7010-421.61-20	Dept Supplies & Expense	396.73
	5009889511	111-7010-421.61-20	Dept Supplies & Expense	359.69
				\$756.42
CITY CLERKS ASSOCIATION OF CA	2854	111-1010-411.59-15	Professional Development	460.00
				\$460.00
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 01/14/2018	802-0000-217.30-30	Med Reimb 125	593.33
				\$593.33
CITY OF HUNTINGTON PARK GEA	PPE 01/14/2018	802-0000-217.60-10	Association Dues	127.10
				\$127.10
CLINICAL LAB OF SAN BERNARDINO, INC	960425	681-8030-461.56-41	Contractual Srv - Other	994.75
				\$994.75

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COLLISION AND INJURY DYNAMICS INC	41460	745-9031-413.32-70	Contractual Srv Legal	2,387.65
				\$2,387.65
COLONIAL SUPPLEMENTAL INSURANCE	PPE 01/14/2018	802-0000-217.50-40	Life-Cancer Insurance	1,031.09
				\$1,031.09
CONTRERAS GARDEN SUPPLY	12/19/2017	741-8060-431.43-20	Fleet Maintenance	90.00
				\$90.00
CORONA CLAY COMPANY	9875	535-8090-452.61-20	Dept Supplies & Expense	1,477.50
				\$1,477.50
COUNTY OF L.A. DEPT OF PUBLIC WORKS	RE-PW-171109032	221-8014-429.56-41	Contractual Srvc - Other	296.19
				\$296.19
CSMFO	180040	111-3010-415.59-15	Professional Development	150.00
	180339	111-3010-415.59-15	Professional Development	150.00
				\$300.00
DANIEL ANGUIANO	HP050007317	111-0000-351.10-10	Citations	55.00
				\$55.00
DANIEL CARBAJAL	21759-5344	681-0000-228.70-00	Deposit Refund	28.07
				\$28.07
DAPEER, ROSENBLIT & LITVAK	13957	111-0220-411.32-20	Legal Exp - Prosecutor Sv	474.56
				\$474.56
DAPPER TIRE CO.	45333016	741-8060-431.43-20	Fleet Maintenance	1,307.52
	45354981	741-8060-431.43-20	Fleet Maintenance	604.30
				\$1,911.82
DATA TICKET INC.	84629	111-3010-415.44-00	Rentals & Leases	1,213.50
	84629	111-3010-415.56-15	Citation Prkng Collection	8,912.34
	84629	111-3010-415.56-41	Contractual Srvc - Other	2,501.76
	84629	111-9010-419.53-10	Telephone & Wireless	583.77
	81701	111-9010-419.56-41	Contractual Srvc - Other	16.67
	82681	111-9010-419.56-41	Contractual Srvc - Other	231.67
	83525	111-9010-419.56-41	Contractual Srvc - Other	339.67
	84827	111-9010-419.56-41	Contractual Srvc - Other	275.50
				\$14,074.88
DATAPROSE, INC.	DP1703985	681-3022-415.53-20	Postage	1,293.49
	DP1703985	681-3022-415.56-41	Contractual Srvc - Other	1,044.75
				\$2,338.24
DAY WIRELESS SYSTEMS	214166-00	225-7120-421.74-10	Equipment	836.73
	215617-00	225-7120-421.74-10	Equipment	803.87
				\$1,640.60
DE LAGE LANDEN	56891116	111-9010-419.44-10	Rent (Incl Equip Rental)	1,891.77
	57363359	111-9010-419.44-10	Rent (Incl Equip Rental)	1,891.77
				\$3,783.54
DEARDENS FURNITURE CO	10599-9866	681-0000-228.70-00	Deposit Refund	2.56
				\$2.56

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DELTA DENTAL	BE002559811	802-0000-217.50-20	Dental Insurance	8,938.24
	BE002624981	802-0000-217.50-20	Dental Insurance	8,757.54
				\$17,695.78
DELTA DENTAL INSURANCE COMPANY	BE002556527	802-0000-217.50-20	Dental Insurance	2,877.21
	BE002622299	802-0000-217.50-20	Dental Insurance	2,610.44
				\$5,487.65
DEPARTMENT OF ANIMAL CARE & CONTROL	1/15/2018	111-7065-441.56-41	Contractual Srvc - Other	6,657.59
				\$6,657.59
DEPARTMENT OF JUSTICE	276451	111-7030-421.56-41	Contractual Srvc - Other	199.00
				\$199.00
DF POLYGRAPH	2017/12	111-7010-421.56-41	Contractual Srvc - Other	1,137.50
				\$1,137.50
DHALI	9357	225-7120-421.74-10	Equipment	600.00
				\$600.00
DIAMOND ENVIRONMENTAL SERVICES	1255138	535-8090-452.43-20	Maintenance	27.00
				\$27.00
DISH NETWORK	1/12-2/11/18	111-7010-421.56-41	Contractual Srvc - Other	63.72
				\$63.72
DUNN EDWARDS CORPORATION	2009241288	111-8022-419.43-10	Buildings - O S & M	367.50
				\$367.50
E.J. WARD, INC.	0061758-IN	741-8060-431.74-10	Equipment	13,968.00
				\$13,968.00
ENTERPRISE FM TRUST	FBN3386221	226-9010-419.74-20	Vehicle Leases	2,199.69
	FBN3386221	229-7010-421.74-10	Equipment	129.38
				\$2,329.07
ESTELA RAMIREZ	66800/67047	111-6060-466.33-20	Contractual Srv Class	208.00
				\$208.00
EVA CANAL BRAMBILA	HP020006242	111-0000-351.10-10	Citations	55.00
				\$55.00
EXPERT ROOTER	95192	111-8020-431.43-10	Buildings - O S & M	88.00
	95098	111-8024-421.43-10	Buildings - O S & M	352.00
	95094	535-8090-452.43-20	Maintenance	176.00
	95174	535-8090-452.43-20	Maintenance	264.00
				\$880.00
F&A FEDERAL CREDIT UNION	PPE 01/14/2018	802-0000-217.60-40	Credit Union	11,490.50
				\$11,490.50
FAIR HOUSING FOUNDATION	1/9/2018	239-5060-463.56-41	Contractual Srvc - Other	935.04
	12/11/2017	239-5060-463.56-41	Contractual Srvc - Other	979.69
				\$1,914.73
FAST AUTO AND PAYDAY LOANS INC	21459-11630	681-0000-228.70-00	Deposit Refund	182.83
				\$182.83

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FERNANDO'S LUMBER #7	1/8/18	221-8010-431.61-20	Dept Supplies & Expense	315.17
	6/23/17	535-8090-452.61-20	Dept Supplies & Expense	56.07
				\$371.24
FM THOMAS AIR CONDITIONING INC	37893	111-8022-419.56-41	Contractual Srvc - Other	544.78
	37981	111-8022-419.56-41	Contractual Srvc - Other	1,187.67
	37981	111-8023-451.56-41	Contractual Srvc - Other	1,187.67
	37934	111-8024-421.56-41	Contractual Srvc - Other	4,570.80
	37981	111-8024-421.56-41	Contractual Srvc - Other	1,187.66
				\$8,678.58
G V D, INC	0010669	111-0000-228.70-00	Business License Refund	15.81
				\$15.81
GARCIA, ESTELLA	21337-1160	681-0000-228.70-00	Deposit Refund	54.53
				\$54.53
GARDA CL WEST, INC.	20276869	111-9010-419.33-10	Bank Services	48.31
				\$48.31
GLOBALSTAR USA	100000009046642	111-7010-421.53-10	Telephone & Wireless	83.11
				\$83.11
GRAFFITI PROTECTIVE COATINGS INC.	1005-1117	111-8095-431.56-75	Contract Graffiti Removal	32,250.00
				\$32,250.00
HILTI INC	4610565649	221-8010-431.61-20	Dept Supplies & Expense	1,422.41
				\$1,422.41
HUNTINGTON PARK COLLISION CENTER	40255	741-8060-431.43-20	Fleet Maintenance	539.55
				\$539.55
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 01/14/2018	802-0000-217.60-10	Association Dues	150.00
				\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 01/14/2018	802-0000-217.60-10	Association Dues	5,990.95
				\$5,990.95
HUNTINGTON PARK RUBBER STAMP CO.	RGC006624	111-1010-411.61-20	Dept Supplies & Expense	23.10
	RGC07617	111-7030-421.61-20	Dept Supplies & Expense	34.54
				\$57.64
IBE DIGITAL	408249	111-9010-419.44-10	Rent (Incl Equip Rental)	16.43
				\$16.43
IMPULSE AMUSEMENTS	0004333	111-0000-228.70-00	Business License Refund	14.11
				\$14.11
INDUSTRIAL PLUMBING SUPPLY, LLC	66628	111-8023-451.43-10	Buildings - O S & M	816.93
				\$816.93
INTER VALLEY POOL SUPPLY, INC	103429	681-8030-461.41-00	Water Purchase	41.88
	103430	681-8030-461.41-00	Water Purchase	246.28
	103431	681-8030-461.41-00	Water Purchase	189.31
	103607	681-8030-461.41-00	Water Purchase	216.12
	103608	681-8030-461.41-00	Water Purchase	167.54
	103609	681-8030-461.41-00	Water Purchase	134.03
	103928	681-8030-461.41-00	Water Purchase	201.04

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INTER VALLEY POOL SUPPLY, INC	103929	681-8030-461.41-00	Water Purchase	351.82
	103930	681-8030-461.41-00	Water Purchase	318.32
	104035	681-8030-461.41-00	Water Purchase	95.49
	104036	681-8030-461.41-00	Water Purchase	172.56
	104037	681-8030-461.41-00	Water Purchase	229.52
				\$2,363.91
INTERLOG HYM ENGINEERING	I-HYM_009	205-8010-431.73-10	Improvements	2,000.00
	I-HYM_009	221-4010-431.73-10	Improvements	77,079.00
	I-HYM_009	222-8010-431.73-10	Improvements	18,000.00
	I-HYM_009	535-8010-431.73-10	Improvements	113,438.00
	I-HYM_009	681-8010-431.73-10	Improvements	51,266.46
				\$261,783.46
INTOXIMETERS	585178	111-7022-421.61-24	Patrol Admin Volunteers	407.88
	585616	111-7022-421.61-24	Patrol Admin Volunteers	171.81
				\$579.69
ISRAEL LOPEZ	HP080001661	111-0000-351.10-10	Citations	55.00
				\$55.00
JACK'S MUFFLER SERVICE	7496	219-0250-431.43-21	Metro Transit O S & M	312.58
				\$312.58
JANO BEDERIAN	1/23/2018	111-6030-451.33-90	Referee Services	96.00
				\$96.00
JCL TRAFFIC	93310	221-8012-429.74-10	Equipment	1,799.48
	93311	221-8012-429.74-10	Equipment	266.09
	93536	535-8090-452.61-20	Dept Supplies & Expense	153.19
				\$2,218.76
JDS TANK TESTING & REPAIR INC	11136	741-8060-431.43-20	Fleet Maintenance	135.00
				\$135.00
JERRY'S AUTO BODY, INC.	30934	741-8060-431.43-20	Fleet Maintenance	767.31
	30955	741-8060-431.43-20	Fleet Maintenance	241.88
				\$1,009.19
JESSE CABRERA	01/23/2018	111-6030-451.33-90	Referee Services	96.00
				\$96.00
JIMENEZ GENERAL MERC	HP020003686	111-0000-351.10-10	Citations	144.00
				\$144.00
JIMENEZ'S BRAKES & ALIGNMENTS INC	41116	741-8060-431.43-20	Fleet Maintenance	50.00
				\$50.00
JK CONSTRUCTION	1	242-5050-463.57-30	HCDA Grant/Rebate	2,450.00
				\$2,450.00
JOBS AVAILABLE INC	1802010	111-0230-413.54-00	Advertising & Publication	772.20
				\$772.20
JOEL GORDILLO	1/16/2018	111-1010-411.56-41	Contractual Srvc - Other	1,650.00
				\$1,650.00

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JUAN PRECIADO	013095113480	111-4010-431.15-25	Boot Allowance	50.00
	013095113480	111-8010-431.15-25	Boot Allowance	50.00
	013095113480	111-8020-431.15-25	Boot Allowance	28.68
				\$128.68
JUDICATE WEST	433733	745-9031-413.32-70	Contractual Srv Legal	2,945.00
				\$2,945.00
KAFCO SALES CO.	405492	535-8090-452.61-20	Dept Supplies & Expense	61.80
				\$61.80
KONICA MINOLTA BUSINESS SOLUTIONS	249425100	111-0110-411.43-05	Office Equip - O S & M	104.51
	249425107	111-0110-411.43-05	Office Equip - O S & M	67.99
	249425100	111-0210-413.43-05	Office Equip - O S & M	104.51
	249425107	111-0210-413.43-05	Office Equip - O S & M	67.99
	249425100	111-6010-466.55-35	Holiday Parade	135.98
	249424586	111-7010-421.44-10	Rent (Incl Equip Rental)	66.17
	249424589	111-7010-421.44-10	Rent (Incl Equip Rental)	38.00
	249424651	111-7010-421.44-10	Rent (Incl Equip Rental)	209.02
	249424654	111-7010-421.44-10	Rent (Incl Equip Rental)	127.61
	249424736	111-7010-421.44-10	Rent (Incl Equip Rental)	209.02
	249424740	111-7010-421.44-10	Rent (Incl Equip Rental)	213.51
	249425005	111-7010-421.44-10	Rent (Incl Equip Rental)	138.40
	249425009	111-7010-421.44-10	Rent (Incl Equip Rental)	4.87
	249424485	111-7030-421.44-10	Rent (Incl Equip Rental)	296.88
	249424491	111-7030-421.44-10	Rent (Incl Equip Rental)	450.89
	249424750	111-7040-421.44-10	Rent (Incl Equip Rental)	377.06
	249424753	111-7040-421.44-10	Rent (Incl Equip Rental)	511.18
	249425000	111-7040-421.44-10	Rent (Incl Equip Rental)	296.88
	249425002	111-7040-421.44-10	Rent (Incl Equip Rental)	433.89
	249424484	111-9010-419.43-15	Financial Systems	278.76
	249424490	111-9010-419.43-15	Financial Systems	169.76
	249424914	111-9010-419.43-15	Financial Systems	357.56
	249424918	111-9010-419.43-15	Financial Systems	416.64
				\$5,077.08
LA CLIPPERS LLC	JRC00007	111-6030-451.61-35	Recreation Supplies	4,185.00
				\$4,185.00
LA COUNTY SHERIFF'S DEPT	182168LA	111-7022-421.56-41	Contractual Srv - Other	1,162.65
				\$1,162.65
LACMTA	101520	219-0250-431.58-50	Bus Passes	4,060.00
				\$4,060.00
LAN WAN ENTERPRISE, INC	59984	111-8020-431.61-20	Dept Supplies & Expense	40.23
	59751	741-8060-431.74-10	Equipment	3,220.00
				\$3,260.23

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LB JOHNSON HARDWARE CO #1	694045	111-8022-419.43-10	Buildings - O S & M	78.79
	694448	221-8010-431.61-20	Dept Supplies & Expense	52.54
	694094	535-8090-452.61-20	Dept Supplies & Expense	86.66
	694239	535-8090-452.61-20	Dept Supplies & Expense	21.89
	693576	741-8060-431.43-20	Fleet Maintenance	65.69
	693633	741-8060-431.43-20	Fleet Maintenance	9.84
				\$315.41
LEAGUE OF CALIFORNIA CITIES	178909	111-0240-466.59-15	Professional Development	17,454.00
				\$17,454.00
LEGAL SHIELD	01/15/2018	802-0000-217.60-50	Legal Shield Plan	106.60
	12/15/2017	802-0000-217.60-50	Legal Shield Plan	106.60
				\$213.20
LGP EQUIPMENT RENTALS INC	102671	111-8010-431.44-10	Rent (Incl Equip Rental)	193.24
	103514	221-8010-431.61-20	Dept Supplies & Expense	335.34
				\$528.58
LOGAN SUPPLY COMPANY, INC.	93193	221-8014-429.61-20	Dept Supplies & Expense	178.04
				\$178.04
LOS ANGELES COUNTY FIRE DEPARTMENT	IN0265801	741-8060-431.43-20	Fleet Maintenance	440.00
				\$440.00
LUDIVINA VARGAS	HP050007825	111-0000-351.10-10	Citations	55.00
				\$55.00
LYNBERG & WATKINS APC	47124	745-9031-413.32-70	Contractual Srv Legal	1,152.21
	47219	745-9031-413.32-70	Contractual Srv Legal	43.96
	47220	745-9031-413.32-70	Contractual Srv Legal	3,869.96
	47460	745-9031-413.32-70	Contractual Srv Legal	2,544.98
				\$7,611.11
MACKEY INDUSTRIAL REPAIR	4353	741-8060-431.43-20	Fleet Maintenance	350.00
				\$350.00
MANAGED HEALTH NETWORK	11/20/2017	802-0000-217.50-60	Employee Mental Wellness	1,304.24
	12/20/2017	802-0000-217.50-60	Employee Mental Wellness	1,332.80
				\$2,637.04
MANUEL PRIETO	66878/67002	111-6060-466.33-20	Contractual Srv Class	182.40
	66890/66890	111-6060-466.33-20	Contractual Srv Class	30.40
				\$212.80
MAYWOOD MUTUAL WATER COMPANY, NO. 1	10/25-12/15/17	681-8030-461.62-20	Power Gas & Lubricants	897.60
				\$897.60
MCCULLAH FENCE COMPANY	20171208	535-8090-452.43-20	Maintenance	1,280.00
				\$1,280.00
MEREMA AHMED	32238054	111-0000-351.10-10	Citations	138.00
				\$138.00
MIGUEL R NAVIA	12/4-12/7/2017	111-7010-421.59-20	Professional Develop Post	161.98
				\$161.98

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MIRACLE RECREATION EQUIPMENT	790543	535-8090-452.61-20	Dept Supplies & Expense	550.18
	790819	535-8090-452.61-20	Dept Supplies & Expense	1,412.67
				\$1,962.85
MONARCH BEARING COMPANY, INC.	301950	111-8020-431.43-10	Buildings - O S & M	128.15
				\$128.15
MUNICIPAL MGMT ASSOC OF SO CAL	YR2018	111-0240-466.59-15	Professional Development	85.00
				\$85.00
MUNISERVICES, LLC	INV06-001384	111-3013-415.56-41	Contractual Srvc - Other	6,377.52
				\$6,377.52
NAIMAN HUNTINGTON PARK PROPERT	0021016	111-0000-228.70-00	Business License Refund	6.94
				\$6.94
NAPA PARTS WHOLESALE	4832-245876	741-8060-431.43-20	Fleet Maintenance	344.69
	4832-246040	741-8060-431.43-20	Fleet Maintenance	119.86
	4832-249591	741-8060-431.43-20	Fleet Maintenance	70.29
	4832-249664	741-8060-431.43-20	Fleet Maintenance	65.89
	4832-252291	741-8060-431.43-20	Fleet Maintenance	45.08
				\$645.81
NATION WIDE RETIREMENT SOLUTIONS	PPE 01/14/2018	802-0000-217.40-10	Deferred Compensation	14,788.00
				\$14,788.00
NCM AUTOMOTIVE SOLUTIONS LLC	DEC2017	741-8060-431.43-20	Fleet Maintenance	322.00
	OCT2017	741-8060-431.43-20	Fleet Maintenance	601.00
				\$923.00
NET TRANSCRIPTS INC	0015918-IN	111-7010-421.56-41	Contractual Srvc - Other	97.51
				\$97.51
NICK ALEXANDER RESTORATION	3492	111-8022-419.43-10	Buildings - O S & M	840.00
				\$840.00
NORBERTO AYON	10020005771316	221-8010-431.61-20	Dept Supplies & Expense	27.92
				\$27.92
O'REILLY AUTO PARTS	2959-312437	741-8060-431.43-20	Fleet Maintenance	65.88
	2959-312536	741-8060-431.43-20	Fleet Maintenance	38.87
	2959-313201	741-8060-431.43-20	Fleet Maintenance	8.75
	2959-313658	741-8060-431.43-20	Fleet Maintenance	352.59
	2959-314975	741-8060-431.43-20	Fleet Maintenance	282.84
	2959-314994	741-8060-431.43-20	Fleet Maintenance	26.25
	2959-315040	741-8060-431.43-20	Fleet Maintenance	18.30
	2959-315097	741-8060-431.43-20	Fleet Maintenance	79.84
	2959-315157	741-8060-431.43-20	Fleet Maintenance	260.06
	2959-315332	741-8060-431.43-20	Fleet Maintenance	573.08
	2959-315343	741-8060-431.43-20	Fleet Maintenance	148.47
	2959-315350	741-8060-431.43-20	Fleet Maintenance	29.95
	2959-315353	741-8060-431.43-20	Fleet Maintenance	18.62
	2959-318011	741-8060-431.43-20	Fleet Maintenance	177.32

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O'REILLY AUTO PARTS	2959-318159	741-8060-431.43-20	Fleet Maintenance	26.90
	2959-318161	741-8060-431.43-20	Fleet Maintenance	48.53
	2959-318278	741-8060-431.43-20	Fleet Maintenance	14.65
	2959-318734	741-8060-431.43-20	Fleet Maintenance	36.40
	2959-320070	741-8060-431.43-20	Fleet Maintenance	36.76
	2959-320160	741-8060-431.43-20	Fleet Maintenance	88.88
	2959-320175	741-8060-431.43-20	Fleet Maintenance	50.36
	2959-320260	741-8060-431.43-20	Fleet Maintenance	133.03
	2959-320350	741-8060-431.43-20	Fleet Maintenance	58.64
	2959-320694	741-8060-431.43-20	Fleet Maintenance	255.14
	2959-320891	741-8060-431.43-20	Fleet Maintenance	43.36
	2959-321114	741-8060-431.43-20	Fleet Maintenance	21.89
	2959-321433	741-8060-431.43-20	Fleet Maintenance	464.79
	2959-321492	741-8060-431.43-20	Fleet Maintenance	107.45
	2959-321508	741-8060-431.43-20	Fleet Maintenance	240.31
	2959-321609	741-8060-431.43-20	Fleet Maintenance	10.94
	2959-323001	741-8060-431.43-20	Fleet Maintenance	144.76
	2959-323008	741-8060-431.43-20	Fleet Maintenance	99.34
	2959-323144	741-8060-431.43-20	Fleet Maintenance	22.94
	2959-323742	741-8060-431.43-20	Fleet Maintenance	21.89
	2959-325633	741-8060-431.43-20	Fleet Maintenance	30.62
	2959-325643	741-8060-431.43-20	Fleet Maintenance	39.72
	2959-326027	741-8060-431.43-20	Fleet Maintenance	49.14
	2959-326083	741-8060-431.43-20	Fleet Maintenance	107.86
	2959-326134	741-8060-431.43-20	Fleet Maintenance	52.66
	2959-326409	741-8060-431.43-20	Fleet Maintenance	329.70
	2959-326411	741-8060-431.43-20	Fleet Maintenance	69.99
	2959-326526	741-8060-431.43-20	Fleet Maintenance	74.22
	2959-326561	741-8060-431.43-20	Fleet Maintenance	59.10
				\$4,820.79
OEM AUTO PAINT SUPPLIES	108536	535-8090-452.61-20	Dept Supplies & Expense	149.60
				\$149.60
OK PRINTING DESIGN & DIGITAL PRINT	698	111-0210-413.61-20	Dept Supplies & Expense	47.31
	485	221-8010-431.61-20	Dept Supplies & Expense	1,011.64
	688	535-8090-452.61-20	Dept Supplies & Expense	62.10
				\$1,121.05
OLDTIMERS HOUSING DEVELOPMENT CORP-	06	242-5098-463.73-15	Improvement Affrdble Hsng	16,567.20
	07	242-5098-463.73-15	Improvement Affrdble Hsng	38,970.00
				\$55,537.20
OSUNA SINALOA AUTO GLASS CORP	1000648	741-8060-431.43-20	Fleet Maintenance	188.00
	1000649	741-8060-431.43-20	Fleet Maintenance	463.25
	1000661	741-8060-431.43-20	Fleet Maintenance	285.00
				\$936.25

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OWEN GROUP, INC	3999	222-4010-431.56-41	Contractual Srvc - Other	12,005.00
				\$12,005.00
PACIFIC PRODUCTS & SERVICES LLC	22936	221-8012-429.61-20	Dept Supplies & Expense	1,967.72
				\$1,967.72
PARKHOUSE TIRE, INC.	1010589032	741-8060-431.43-20	Fleet Maintenance	210.00
	1010589156	741-8060-431.43-20	Fleet Maintenance	1,470.95
				\$1,680.95
PARS	39218	111-9010-419.56-41	Contractual Srvc - Other	395.88
	39154	217-3010-413.56-41	Contractual Srvc - Other	2,251.01
				\$2,646.89
PATRICIA LOPEZ	514	111-9010-419.53-20	Postage	6.65
				\$6.65
PEDRO HERNANDEZ	HP020006642	111-0000-351.10-10	Citations	85.00
				\$85.00
PENSKE CHEVROLET	216833	741-8060-431.43-20	Fleet Maintenance	218.56
	216902	741-8060-431.43-20	Fleet Maintenance	170.17
	217075	741-8060-431.43-20	Fleet Maintenance	25.38
	217326	741-8060-431.43-20	Fleet Maintenance	46.21
	217746	741-8060-431.43-20	Fleet Maintenance	98.48
	217828	741-8060-431.43-20	Fleet Maintenance	17.99
	218413	741-8060-431.43-20	Fleet Maintenance	678.16
	218425	741-8060-431.43-20	Fleet Maintenance	463.90
	218615	741-8060-431.43-20	Fleet Maintenance	466.17
	218686	741-8060-431.43-20	Fleet Maintenance	592.70
	658943	741-8060-431.43-20	Fleet Maintenance	540.00
	659578	741-8060-431.43-20	Fleet Maintenance	306.98
				\$3,624.70
PITNEY BOWES INC.	1006220372	111-7040-421.56-41	Contractual Srvc - Other	586.32
				\$586.32
PRUDENTIAL OVERALL SUPPLY	52091893	111-6010-451.56-41	Contractual Srvc - Other	129.02
	52088071	111-7010-421.61-20	Dept Supplies & Expense	20.07
	52092785	111-7010-421.61-20	Dept Supplies & Expense	20.07
	52083302	111-8022-419.43-10	Buildings - O S & M	31.20
	52088072	111-8022-419.43-10	Buildings - O S & M	31.20
				\$231.56
PSYCHOLOGICAL CONSULTING ASSOC, INC	523154	111-7010-421.56-41	Contractual Srvc - Other	1,600.00
	523156	111-7010-421.56-41	Contractual Srvc - Other	350.00
				\$1,950.00
PURCHASE POWER	1/11/2018	111-7040-421.56-41	Contractual Srvc - Other	500.00
	12/14/2017	111-9010-419.53-20	Postage	94.98
				\$594.98
RAYMOND GRADILLAS	1/22-1/23/2018	111-7010-421.59-15	Professional Development	165.00
				\$165.00

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READYREFRESH	08A0034574871	111-7010-421.61-20	Dept Supplies & Expense	176.99
				\$176.99
REUBEN PACHECO	1/23/2018	111-6030-451.33-90	Referee Services	96.00
				\$96.00
RICOH AMERICAS CORP	57640594	111-6010-451.56-41	Contractual Srvc - Other	234.98
				\$234.98
RIO HONDO COLLEGE	F17-145-ZHPK	111-7010-421.59-20	Professional Develop Post	30.00
	S18-39-ZHPK	111-7010-421.59-20	Professional Develop Post	13.80
				\$43.80
RIVERA, JESUS AND KACIE	21729-562	681-0000-228.70-00	Deposit Refund	17.41
				\$17.41
ROBERT MORENO	1/23/2018	111-6030-451.33-90	Referee Services	384.00
				\$384.00
RON TURLEY ASSOCIATES, INC.	51312	741-8060-431.59-15	Professional Development	645.00
	51125	741-8060-431.74-10	Equipment	13,300.00
				\$13,945.00
RUBI, ARMANDO	22859-9176	681-0000-228.70-00	Deposit Refund	78.97
				\$78.97
S & J SUPPLY CO., INC.	S100103667.001	111-8024-421.43-10	Buildings - O S & M	215.71
	S100103669.001	111-8024-421.43-10	Buildings - O S & M	865.65
				\$1,081.36
SAFETY KLEEN	75471627	741-8060-431.43-20	Fleet Maintenance	586.00
				\$586.00
SALVATION ARMY	1/15/2018	239-5210-463.57-85	Salvation Army Southeast	3,750.00
				\$3,750.00
SANTA FE BUILDING MAINTENANCE	16614	111-6020-451.56-41	Contractual Srvc - Other	400.00
	16615	111-6020-451.56-41	Contractual Srvc - Other	600.00
	16616	111-6020-451.56-41	Contractual Srvc - Other	200.00
				\$1,200.00
SANTOS PANIAGUA	27076/6862	285-0000-228.75-00	C&D Deposit Refund	1,650.00
				\$1,650.00
SC FUELS	3497881	741-8060-431.62-30	Metro Transit Fuel & Oil	23,227.50
				\$23,227.50
SCHAEFFER MANUFACTURING COMPANY	LP1665-INV1	741-8060-431.62-30	Metro Transit Fuel & Oil	1,059.07
				\$1,059.07
SEVERN TRENT ENVIRONMENTAL SERVICES	25527	681-8030-461.73-31	Water New Services	38,049.60
	25528	681-8030-461.73-31	Water New Services	48,848.40
				\$86,898.00
SHELL FLEET PLUS	79043758801	111-7010-421.61-20	Dept Supplies & Expense	23.77
				\$23.77
SIERRA DISPLAY, INC	17368	232-6010-419.56-41	Contractual Srvc - Other	13,102.24
	17368	111-6020-451.56-41	Contractual Srvc - Other	907.76
				\$14,010.00

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SMART & FINAL	038309	111-0230-413.59-15	Professional Development	58.30
	058653	111-0230-413.59-15	Professional Development	22.74
	045214	111-6020-451.61-35	Recreation Supplies	26.99
	045224	111-6020-451.61-35	Recreation Supplies	16.99
	045322	111-6020-451.61-35	Recreation Supplies	57.73
	44839	111-7010-421.61-20	Dept Supplies & Expense	22.37
				\$205.12
SONIA CORDOVA	HP020005385	111-0000-351.10-10	Citations	155.00
				\$155.00
SOURCE ONE OFFICE PRODUCTS, INC.	OE-QT-38469-1-1	111-1010-411.61-20	Dept Supplies & Expense	-64.12
	OE-QT-39842-1	111-1010-411.61-20	Dept Supplies & Expense	316.85
	OE-QT-38469-1-1	111-3010-415.61-20	Dept Supplies & Expense	-28.72
	OE-QT-39842-1	111-3010-415.61-20	Dept Supplies & Expense	142.02
	OE-QT-38469-1-1	111-6010-451.61-20	Dept Supplies & Expense	-11.03
	OE-QT-39842-1	111-6010-451.61-20	Dept Supplies & Expense	54.62
	OE-QT-38469-1-1	111-7010-421.61-20	Dept Supplies & Expense	-110.23
	OE-QT-39842-1	111-7010-421.61-20	Dept Supplies & Expense	559.65
	OE-QT-38469-1-1	111-8020-431.61-20	Dept Supplies & Expense	-4.46
	OE-QT-39842-1	111-8020-431.61-20	Dept Supplies & Expense	21.86
				\$876.44
SOUTHERN CALIFORNIA EDISON	10/27-12/8/17	111-8022-419.62-10	Heat Light Water & Power	293.79
	10/5-12/20/17	111-8022-419.62-10	Heat Light Water & Power	927.62
	10/27-12/8/17	111-8023-451.62-10	Heat Light Water & Power	7,234.15
	11/27-12/26/17	535-8016-431.62-10	Heat Light Water & Power	39.16
	12/5-1/4/18	535-8016-431.62-10	Heat Light Water & Power	57.57
	10/27-12/8/17	681-8030-461.62-20	Power Gas & Lubricants	9,553.92
				\$18,106.21
SPARKLETTS	15142085 010418	111-0240-466.61-20	Dept Supplies & Expense	72.08
	15142085 010418	111-1010-411.61-20	Dept Supplies & Expense	11.43
	15142085 010418	111-3010-415.61-20	Dept Supplies & Expense	56.86
	15142085 010418	111-5010-419.61-20	Dept Supplies & Expense	20.46
	15142085 010418	111-8020-431.61-20	Dept Supplies & Expense	20.45
	15142085 010418	239-5060-463.61-20	Dept Supplies & Expense	20.46
	15142085 010418	741-8060-431.43-20	Fleet Maintenance	44.88
				\$246.62
STACY MEDICAL CENTER	3160-22933	111-7022-421.56-15	Prisoner Medical Services	565.00
				\$565.00
STANDARD GLASS & MIRROR	01/9/18	111-8020-431.43-10	Buildings - O S & M	300.00
				\$300.00
STANDARD INSURANCE COMPANY	1/19/2018	802-0000-217.50-70	Life, ADD, LT Disability	1,747.31
	1/29/2018	802-0000-217.50-70	Life, ADD, LT Disability	7,017.72
	12/19/2017	802-0000-217.50-70	Life, ADD, LT Disability	1,697.31
				\$10,462.34

CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-6-2018

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STEPHAN T. HONDA M.D., INC	11403	745-9030-413.56-41	Contractual Srvc - Other	2,605.00
	11404	745-9030-413.56-41	Contractual Srvc - Other	2,195.00
				\$4,800.00
SUPERION, LLC	200804	111-9010-419.43-15	Financial Systems	11,076.69
	202623	111-9010-419.59-15	Professional Development	640.00
				\$11,716.69
SUSAN CRUM	10020975409	111-0240-466.61-20	Dept Supplies & Expense	47.48
				\$47.48
T2 SYSTEMS CANADA INC.	20103	231-8010-415.61-20	Dept Supplies & Expense	715.62
	26393	231-8010-415.61-20	Dept Supplies & Expense	1,308.76
				\$2,024.38
THE GAUGE GUYS	555656	741-8060-431.43-20	Fleet Maintenance	480.00
				\$480.00
TITAN LEGAL SERVICES, INC	SU290663-01-01	745-9031-413.32-70	Contractual Srv Legal	102.93
	SU290663-06-01	745-9031-413.32-70	Contractual Srv Legal	103.30
	SU290663-08-01	745-9031-413.32-70	Contractual Srv Legal	101.81
	SU291035-01-01	745-9031-413.32-70	Contractual Srv Legal	101.25
	SU291037-02-01	745-9031-413.32-70	Contractual Srv Legal	102.93
	SU291037-03-01	745-9031-413.32-70	Contractual Srv Legal	103.30
	SU291037-04-01	745-9031-413.32-70	Contractual Srv Legal	101.81
	SU291037-05-01	745-9031-413.32-70	Contractual Srv Legal	101.25
	SU291157-01-01	745-9031-413.32-70	Contractual Srv Legal	113.36
				\$931.94
TRAFFIC PARTS	452382	221-8014-429.61-20	Dept Supplies & Expense	855.00
	452421	221-8014-429.61-20	Dept Supplies & Expense	414.00
				\$1,269.00
TRANSTECH ENGINEERS, INC.	20173031R	111-4010-431.56-62	Contract Engineer Service	980.00
	20173181	111-4010-431.56-62	Contract Engineer Service	14,312.69
	20173182	111-4010-431.56-62	Contract Engineer Service	2,160.00
	20173185	111-4010-431.56-62	Contract Engineer Service	3,130.00
	20173187	111-4010-431.56-62	Contract Engineer Service	3,840.00
	20173189	111-4010-431.56-62	Contract Engineer Service	1,440.00
	20173195	111-4010-431.56-62	Contract Engineer Service	1,540.00
	20173197	111-4010-431.56-62	Contract Engineer Service	19,142.50
	20173198	111-4010-431.56-62	Contract Engineer Service	480.00
	20173200	111-4010-431.56-62	Contract Engineer Service	420.00
	20172194	111-5010-419.56-49	Contract Bldng Inspection	110.00
	20172196	111-5010-419.56-49	Contract Bldng Inspection	3,125.00
	20172203	111-5010-419.56-49	Contract Bldng Inspection	540.00
	20172210	111-5010-419.56-49	Contract Bldng Inspection	235.00
	20172239	111-5010-419.56-49	Contract Bldng Inspection	96,155.86
	20172336	111-5010-419.56-49	Contract Bldng Inspection	110.00

CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-6-2018

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
TRANSTECH ENGINEERS, INC.	20172338	111-5010-419.56-49	Contract Bldng Inspection	29,578.65
	20172339	111-5010-419.56-49	Contract Bldng Inspection	4,000.00
	20172344	111-5010-419.56-49	Contract Bldng Inspection	580.00
	20172391	111-5010-419.56-49	Contract Bldng Inspection	250.00
	20172392	111-5010-419.56-49	Contract Bldng Inspection	580.00
	20172393	111-5010-419.56-49	Contract Bldng Inspection	250.00
	20172608	111-5010-419.56-49	Contract Bldng Inspection	52,691.30
	20172609	111-5010-419.56-49	Contract Bldng Inspection	2,375.00
	20172612	111-5010-419.56-49	Contract Bldng Inspection	345.00
	20172615	111-5010-419.56-49	Contract Bldng Inspection	235.00
	20172616	111-5010-419.56-49	Contract Bldng Inspection	250.00
	20173183	202-4010-431.73-10	Improvements	81,250.00
	20173144	221-8010-431.56-41	Contractual Srvc - Other	6,045.00
	20173152	221-8010-431.56-41	Contractual Srvc - Other	990.00
	20173153	221-8010-431.56-41	Contractual Srvc - Other	810.00
	20173154	221-8010-431.56-41	Contractual Srvc - Other	427.50
	20173155	221-8010-431.56-41	Contractual Srvc - Other	1,350.00
	20173156	221-8010-431.56-41	Contractual Srvc - Other	1,050.00
	20173157	221-8010-431.56-41	Contractual Srvc - Other	72.50
	20173158	221-8010-431.56-41	Contractual Srvc - Other	525.00
	20173159	221-8010-431.56-41	Contractual Srvc - Other	1,492.50
	20173160	221-8010-431.56-41	Contractual Srvc - Other	1,882.50
	20173161	221-8010-431.56-41	Contractual Srvc - Other	1,272.50
	20173178	221-8010-431.56-41	Contractual Srvc - Other	7,097.50
	20173186	221-8010-431.56-41	Contractual Srvc - Other	90.00
	20173188	221-8010-431.56-41	Contractual Srvc - Other	360.00
	20173190	221-8010-431.56-41	Contractual Srvc - Other	270.00
	20173191	221-8010-431.56-41	Contractual Srvc - Other	370.00
	20173192	221-8010-431.56-41	Contractual Srvc - Other	545.00
	20173193	221-8010-431.56-41	Contractual Srvc - Other	90.00
	20173194	221-8010-431.56-41	Contractual Srvc - Other	1,045.00
	20173196	221-8010-431.56-41	Contractual Srvc - Other	235.00
				\$346,126.00
TRIANGLE SPORTS	35429	111-6020-451.61-35	Recreation Supplies	49.16
	35225	111-6030-451.61-35	Recreation Supplies	540.24
				\$589.40
TRIMMING LAND CO INC	10311	535-8090-452.56-60	Contract Landscape Labor	780.00
				\$780.00
TYCO INTEGRATED SECURITY	29912322	111-7010-421.56-41	Contractual Srvc - Other	3,702.21
				\$3,702.21

CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-6-2018

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
U.S. BANK	PPE 01/14/2018	802-0000-217.30-20	PARS	3,670.26
	PPE 01/14/2018	802-0000-218.10-05	PARS EMPLOYER	17,090.74
				\$20,761.00
U.S. HEALTH WORKS	3250180-CA	111-0230-413.56-41	Contractual Srvc - Other	426.00
	3257388-CA	111-0230-413.56-41	Contractual Srvc - Other	80.00
				\$506.00
UNITED PACIFIC WASTE & RECYCLING	1917128	111-8027-431.56-59	Contract-Trash Collection	16,680.00
				\$16,680.00
V & V MANUFACTURING, INC.	45989	111-7010-421.61-20	Dept Supplies & Expense	2,340.01
				\$2,340.01
VERIZON WIRELESS	9800020052	111-0110-411.53-10	Telephone & Wireless	308.30
	9800020052	111-0210-413.53-10	Telephone & Wireless	821.43
	9799062370	111-6010-419.53-10	Telephone & Wireless	38.01
	9800020052	111-6010-419.53-10	Telephone & Wireless	104.23
	9799062370	111-8010-431.53-10	Telephone & Wireless	966.99
	9800020052	111-9010-419.53-10	Telephone & Wireless	29.81
				\$2,268.77
VICTOR SMOG TEST CENTER	38189	741-8060-431.43-20	Fleet Maintenance	33.00
				\$33.00
VISION SERVICE PLAN-CA	1/15/2018	802-0000-217.50-30	Vision Insurance	4,070.26
				\$4,070.26
VULCAN MATERIALS COMPANY	187802	221-8010-431.61-20	Dept Supplies & Expense	27.06
	71647428	221-8010-431.61-20	Dept Supplies & Expense	120.40
	71649254	221-8010-431.61-20	Dept Supplies & Expense	450.34
	71651815	221-8010-431.61-20	Dept Supplies & Expense	82.34
	71651816	221-8010-431.61-20	Dept Supplies & Expense	82.34
	71654209	221-8010-431.61-20	Dept Supplies & Expense	81.58
				\$844.06
WALTERS WHOLESALE ELECTRIC COMPANY	S109492279.001	111-8020-431.43-10	Buildings - O S & M	1,615.13
	S109568321.001	111-8024-421.43-10	Buildings - O S & M	166.69
	S108995713.001	535-8016-431.61-45	Street Lighting Supplies	192.63
	S108995713.002	535-8016-431.61-45	Street Lighting Supplies	821.25
	S109492952.001	535-8016-431.61-45	Street Lighting Supplies	97.72
	S108657008.001	535-8016-431.74-10	Equipment	4,390.95
	S108657008.002	535-8016-431.74-10	Equipment	138.17
				\$7,422.54
WATER REPLENISHMENT DISTRICT OF	11/30/2017	681-8030-461.41-00	Water Deposit	106,180.20
				\$106,180.20
WELLS FARGO BANK-FIT	PPE 01/14/2018	802-0000-217.20-10	Federal W/Holding	54,904.98
				\$54,904.98
WELLS FARGO BANK-MEDICARE	PPE 01/14/2018	802-0000-217.10-10	Medicare	7,376.00
				\$7,376.00

CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-6-2018

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WELLS FARGO BANK-SIT	PPE 01/14/2018	802-0000-217.20-20	State W/Holding	20,215.25
				\$20,215.25
WEST GOVERNMENT SERVICES	837483944	111-7030-421.56-41	Contractual Srvc - Other	624.00
	837573318	111-7030-421.56-41	Contractual Srvc - Other	54.75
				\$678.75
WESTCHESTER MEDICAL GROUP	CH139-8089	111-0230-413.56-41	Contractual Srvc - Other	600.00
				\$600.00
WESTERN EXTERMINATOR COMPANY	5692072	111-8020-431.56-41	Contractual Srvc - Other	67.50
	5692072	111-8022-419.56-41	Contractual Srvc - Other	49.00
	5692072	111-8023-451.56-41	Contractual Srvc - Other	92.50
	5692072	111-8024-421.56-41	Contractual Srvc - Other	50.00
	5692072	535-8090-452.56-60	Contract Landscape Labor	139.50
				\$398.50
WHITTIER FERTILIZER CO.	328593	535-8090-452.61-20	Dept Supplies & Expense	766.50
				\$766.50
WILLDAN FINANCIAL SERVICES	010-36644	111-9010-419.56-41	Contractual Srvc - Other	1,986.86
	010-36645	111-9010-419.56-41	Contractual Srvc - Other	125.00
				\$2,111.86
XEROX CORPORATION	091806736	111-8020-431.43-05	Office Equip - O S & M	144.89
	091806736	681-8030-461.61-20	Dept Supplies & Expense	144.88
				\$289.77
YAIID MORENO	1/23/2018	111-6030-451.33-90	Referee Services	288.00
				\$288.00
YAZMIN CHAVEZ	801700011145	111-0230-413.59-15	Professional Development	40.74
	179782	111-0230-413.61-20	Dept Supplies & Expense	96.85
	79001584489	111-0230-413.61-20	Dept Supplies & Expense	17.49
				\$155.08
				\$2,167,538.18



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

February 6, 2018

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF RESOLUTION ADOPTING A NEW CONFLICT OF INTEREST CODE IN ACCORDANCE WITH THE POLITICAL REFORM ACT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2018-02, Amending Resolution No. 2016-09, adopting a new Conflict of Interest Code in accordance with the Political Reform Act.

BACKGROUND

It is essential and legally required that an agency's conflict of interest code reflects the current structure of the agency and properly identifies all officials and employees who should be filing a Form 700. To ensure the codes remain current and accurate, each agency is required to review its conflict of interest code at least every other year - state agencies in odd-numbered years and local agencies in even-numbered years. As set forth by The Fair Political Practices Commission and the Political Reform Act of 1974. In addition, the Conflict of Interest Code must identify public officials, commissioners and designated city employees & consultants who are required to file a Statement of Economic Interest. Such individuals listed in the Conflict of Interest Code are required to submit Statements of Economic Interests to the filing officer according to the disclosure categories set forth in the proposed resolution and the capacity in which they serve involving recommendation and/or participation in making governmental decisions.

The Political Reform Act Government Code Section 81000, et seq., requires State and local government agencies to adopt and promulgate Conflict of Interest Codes. The terms of 2 California Code of Regulation Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are to be incorporated by reference, along with the list of Public Officials and Employees designated in the disclosure

**CONSIDERATION AND APPROVAL OF RESOLUTION ADOPTING A NEW
CONFLICT OF INTEREST CODE IN ACCORDANCE WITH THE POLITICAL
REFORM ACT**

February 6, 2018

Page 2 of 2

categories set forth, to constitute the Conflict of Interest Code of the City of Huntington Park which is considered the "Agency" within the purview of this code.

FISCAL IMPACT

There is no fiscal impact.

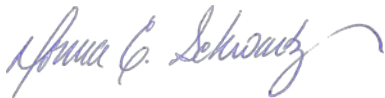
CONCLUSION

Upon City Council approval, the newly adopted resolution of the City's Conflict of Interest Code shall be applicable to all persons designated in the code.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
Interim City Manager

A handwritten signature in blue ink, appearing to read 'Donna G. Schwartz', with a stylized flourish at the end.

DONNA G. SCHWARTZ, CMC
City Clerk

ATTACHMENT(S)

- A. Resolution No. 2018-02, Amending Resolution No. 2016-09, Adopting a New Conflict of Interest Code.
- B. Resolution No. 2016-09.

ATTACHMENT “A”

RESOLUTION NO. 2018-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK CALIFORNIA REPEALING ALL
PRIOR RESOLUTIONS ESTABLISHING PROVISIONS OF
THE CITY OF HUNTINGTON PARK CONFLICT OF
INTEREST CODE AND ADOPTING A NEW CONFLICT OF
INTEREST CODE IN ACCORDANCE WITH THE
POLITICAL REFORM ACT

WHEREAS, the City of Huntington Park California in accordance with the Political Reform Act, is required to adopt, promulgate and take action regarding the City's conflict of interest code; and

WHEREAS, the City of Huntington Park California wishes to repeal all Resolutions comprising the existing Conflict of Interest Code for the City of Huntington Park; and

WHEREAS, the City of Huntington Park California wishes to incorporate by reference 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: Conflict of Interest Code

The Political Reform Act. Government Code Section 81000, et seq., requires State and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

1 **SECTION 2:** Repeal

2 The City of Huntington Park hereby repeals all other prior Resolutions and
3 amendments that form the City of Huntington Park Conflict of Interest Code in effect prior to
4 the adoption of the Conflict of Interest Code herein.

5 **SECTION 3:** Adoption

6 The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly
7 adopted by the Fair Political Practices Commission are hereby incorporated by reference,
8 along with the attached Appendix A in which Public Officials and Employees are designated
9 and Appendix B in which Disclosure Categories are set forth, to constitute the Conflict of
10 Interest Code of the City of Huntington Park which is considered the “Agency” within the
11 purview of this Code.
12

13 **SECTION 4:** Statements

14 Designated employees shall file their statements with the City Clerk, who shall be and
15 perform the duties of filing officer for the City of Huntington Park. Statements will be available
16 for inspection and reproduction pursuant to Government Code Section 81008.
17

18 **SECTION 5:** Public Officials and Employees Designated

19 Attached as Appendix A to this Resolution and incorporated by reference herein is
20 the list of Public Officials and Employees designated and covered by this code.

21 **SECTION 6:** Disclosure Categories

22 Attached as Appendix B to this Resolution and incorporated by reference herein are
23 the Disclosure Categories of this code.
24

25 **SECTION 7:** Savings Clause

26 Any change provided for in this Conflict of Interest Code shall not affect or excuse
27 any offense or act committed or done or omission or any penalty or forfeiture incurred or
28

1 accruing under any other Conflict of Interest Code; nor shall it affect any prosecution, suit, or
2 proceeding pending or any judgment rendered in connection with any other Conflict of
3 Interest Code.

4 **SECTION 8:** Effective Date

5 This Resolution shall take effect immediately upon its adoption by the City Council,
6 and the City Clerk shall certify the vote adopting this resolution.
7

8
9 **PASSED, APPROVED AND ADOPTED** this 6th day of February, 2018.
10

11
12 _____
Marilyn Sanabria, Mayor

13 ATTEST:

14
15
16 _____
Donna G. Schwartz, CMC
17 City Clerk
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CITY OF HUNTINGTON PARK
Conflict of Interest Code
APPENDIX "A"

The following is a listing of those persons who are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended:

List of Public Officials required to file disclosure statements:

Mayor
City Council
City Manager
City Attorney
City Clerk
Director of Finance
Planning Commissioners

Note: All of the above are category 1 filers

List of Members required to file disclosure statements:

Civil Service Commission
Health and Education Commission
Historic Preservation Commission
Parks & Recreation Commission

Note: All Boards and Commissions are Category 1 filers

List of Designated Employees and Disclosure Category	
Department/Position	Disclosure Category
City Manager	
Executive Assistant to City Manager	1
Human Resources Director	8, 9
City Clerk	
Sr. Jr. Deputy City Clerk	1
Community Development Department	
Associate Planner	1, 6
Building Inspector	1, 6
Building Official	1, 6
Code Enforcement Officer	1, 6
Code Enforcement Supervisor	1, 6
Director of Community Development	1, 4, 6, 7
Economic Development Manager	1, 4, 6, 7
Permit Technician	1, 6
Project Manager	1, 6
Senior Planner	1, 6

Finance Department		
Finance Manager		1, 4
Business License Code Enforcement Officer		1,6
Parks and Recreation		
Director of Parks and Recreation		1, 4, 7
Police Department		
Chief of Police		1, 4
Community Service Officer		1, 6
Police Lieutenant		1, 4
Public Works Department		
Administrative Analyst		1, 4, 6
City Engineer		1, 4, 6
Director of Public Works		1, 4, 6
Public Works Superintendent		1, 4, 6
Consultants		1
<p>The law requires consultants and new positions that make or participate in making governmental decisions to file under the broadest disclosure category in the agency's conflict of interest code the consultant or new position works for. If the new position or consultant performs limited duties, the agency may tailor the disclosure requirements to the duties performed.</p>		

**CITY OF HUNTINGTON PARK
CONFLICT OF INTEREST CODE
APPENDIX "B"**

DISCLOSURE CATEGORIES

Definition

"Unit" as used in this text means the particular department, board, commission, office or other entity using the disclosure category.

Category

1. All investments, business positions, sources of income, including gifts, loans, and travel payments, and interests in real property located in the jurisdiction, including property located within a two-mile radius of any property owned or used by the City.
2. All investments, business positions and sources of income, including gifts, loans, and travel payments.
3. All interests in real property located in the jurisdiction, including property located within a two-mile radius of any property owned or used by the City.
4. All investments, business positions, and sources of income, including gifts, loans, and travel payments from sources that provide leased facilities, supplies, equipment, vehicles, machinery, or services, including training or consulting services of the type utilized by the City
5. All investments, business positions, and sources of income, including gifts, loans, and travel payments from sources that provide leased facilities, supplies, equipment, vehicles, machinery, or services, including training or consulting services of the type utilized by the employee's unit or area of authority.
6. All investments and business positions in business entities and income from sources engaged in construction, development, building or material supply, including public works projects.
7. All investments, business positions, and sources of income, including gifts, loans, and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City of Huntington Park.
8. All investments and business positions in, and income from business entities or employment agencies which provide employment or pre-employment services. Services include, but are not limited to testing, training, consulting, job classification studies and salary surveys.
9. Investments and business positions in, and income from business entities which are the type to provide any of the various types of employee insurance coverage and/or actuarial services.

ATTACHMENT “B”

RESOLUTION NO. 2016-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK CALIFORNIA REPEALING ALL
PRIOR RESOLUTIONS ESTABLISHING PROVISIONS OF
THE CITY OF HUNTINGTON PARK CONFLICT OF
INTEREST CODE AND ADOPTING A NEW CONFLICT OF
INTEREST CODE IN ACCORDANCE WITH THE
POLITICAL REFORM ACT

WHEREAS, the City of Huntington Park California in accordance with the Political Reform Act, is required to adopt, promulgate and take action regarding the City's conflict of interest code; and

WHEREAS, the City of Huntington Park California wishes to repeal all Resolutions comprising the existing Conflict of Interest Code for the City of Huntington Park; and

WHEREAS, the City of Huntington Park California wishes to incorporate by reference 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: Conflict of Interest Code

The Political Reform Act. Government Code Section 81000, et seq., requires State and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

1 **SECTION 2:** Repeal

2 The City of Huntington Park hereby repeals all other prior Resolutions and
3 amendments that form the City of Huntington Park Conflict of Interest Code in effect prior to
4 the adoption of the Conflict of Interest Code herein.

5 **SECTION 3:** Adoption

6 The terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly
7 adopted by the Fair Political Practices Commission are hereby incorporated by reference,
8 along with the attached Appendix A in which Public Officials and Employees are designated
9 and Appendix B in which Disclosure Categories are set forth, to constitute the Conflict of
10 Interest Code of the City of Huntington Park which is considered the "Agency" within the
11 purview of this Code.
12

13 **SECTION 4:** Statements

14 Designated employees shall file their statements with the City Clerk, who shall be and
15 perform the duties of filing officer for the City of Huntington Park. Statements will be available
16 for inspection and reproduction pursuant to Government Code Section 81008.
17

18 **SECTION 5:** Public Officials and Employees Designated

19 Attached as Appendix A to this Resolution and incorporated by reference herein is
20 the list of Public Officials and Employees designated and covered by this code.

21 **SECTION 6:** Disclosure Categories

22 Attached as Appendix B to this Resolution and incorporated by reference herein are
23 the Disclosure Categories of this code.

24 **SECTION 7:** Savings Clause

25 Any change provided for in this Conflict of Interest Code shall not affect or excuse
26 any offense or act committed or done or omission or any penalty or forfeiture incurred or
27
28

1 accruing under any other Conflict of Interest Code; nor shall it affect any prosecution, suit, or
2 proceeding pending or any judgment rendered in connection with any other Conflict of
3 Interest Code.

4 **SECTION 8:** Effective Date

5 This Resolution shall take effect immediately upon its adoption by the City Council,
6 and the City Clerk shall certify the vote adopting this resolution.
7

8
9 **PASSED, APPROVED AND ADOPTED** this 5th day of April, 2016.
10

11 
12 _____
13 Graciela Ortiz, Mayor

14 ATTEST:

15 
16 _____
17 Donna G. Schwartz, CMC, City Clerk
18
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CITY OF HUNTINGTON PARK
Conflict of Interest Code
APPENDIX "A"

The following is a listing of those persons who are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended:

List of Public Officials required to file disclosure statements:

Mayor
City Council
City Manager
City Attorney
City Clerk
Director of Finance
Planning Commissioners

Note: All of the above are category 1 filers

List of Members required to file disclosure statements:

Civil Service Commission
Health and Education Commission
Historic Preservation Commission
Parks & Recreation Commission

Note: All Boards and Commissions are Category 1 filers

List of Designated Employees and Disclosure Category	
Department/Position	Disclosure Category
City Manager	
Executive Assistant to City Manager	1
Human Resources Director	8, 9
City Clerk	
Sr. Deputy City Clerk	1
Community Development Department	
Associate Planner	1, 6
Building Inspector	1, 6
Building Official	1, 6
Code Enforcement Officer	1, 6
Code Enforcement Supervisor	1, 6
Director of Community Development	1, 4, 6, 7
Economic Development Manager	1, 4, 6, 7
Permit Technician	1, 6
Project Manager	1, 6
Senior Planner	1, 6

	Finance Department	
	Finance Manager	1, 4
	Parks and Recreation	
	Director of Parks and Recreation	1, 4, 7
	Police Department	
	Chief of Police	1, 4
	Community Service Officer	1, 6
	Police Lieutenant	1, 4
	Public Works Department	
	Administrative Analyst	1, 4, 6
	City Engineer	1, 4, 6
	Director of Public Works	1, 4, 6
	Public Works Superintendent	1, 4, 6
	Consultants	1
<p>The law requires consultants and new positions that make or participate in making governmental decisions to file under the broadest disclosure category in the agency's conflict of interest code the consultant or new position works for. If the new position or consultant performs limited duties, the agency may tailor the disclosure requirements to the duties performed.</p>		

**CITY OF HUNTINGTON PARK
CONFLICT OF INTEREST CODE
APPENDIX "B"**

DISCLOSURE CATEGORIES

Definition

"Unit" as used in this text means the particular department, board, commission, office or other entity using the disclosure category.

Category

1. All investments, business positions, sources of income, including gifts, loans, and travel payments, and interests in real property located in the jurisdiction, including property located within a two mile radius of any property owned or used by the City.
2. All investments, business positions and sources of income, including gifts, loans, and travel payments.
3. All interests in real property located in the jurisdiction, including property located within a two mile radius of any property owned or used by the City.
4. All investments, business positions, and sources of income, including gifts, loans, and travel payments from sources that provide leased facilities, supplies, equipment, vehicles, machinery, or services, including training or consulting services of the type utilized by the City
5. All investments, business positions, and sources of income, including gifts, loans, and travel payments from sources that provide leased facilities, supplies, equipment, vehicles, machinery, or services, including training or consulting services of the type utilized by the employee's unit or area of authority.
6. All investments and business positions in business entities and income from sources engaged in construction, development, building or material supply, including public works projects.
7. All investments, business positions, and sources of income, including gifts, loans, and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the City of Huntington Park.
8. All investments and business positions in, and income from business entities or employment agencies which provide employment or pre-employment services. Services include, but are not limited to testing, training, consulting, job classification studies and salary surveys.
9. Investments and business positions in, and income from business entities which are the type to provide any of the various types of employee insurance coverage and/or actuarial services.

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

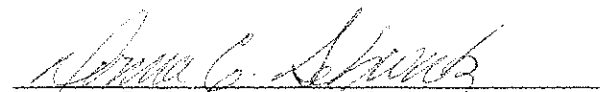
I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2016-09 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 5th day of April, 2016, by the following vote, to wit:

AYES: Council Member(s): Amezquita, Macias, Pineda and Mayor Ortiz

NOES: Council Member(s): None

ABSENT: Council Member(s): Vice Mayor Sanabria

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 11th day of April 2016.


Donna G. Schwartz, CMC, City Clerk



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 6, 2018

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICES IN CONNECTION WITH THE CITY'S MINOR HOME REPAIR PROGRAM FOR PROPERTY LOCATED AT 3604 LIVE OAK STREET, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Alfredo De La Torre Construction Service in an amount not to exceed \$7,500 to perform eligible work under the City's Minor Home Repair Program for property located at 3604 Live Oak Street, Huntington Park, California;
2. Authorize Interim City Manager to execute contract; and
3. Approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 2, 2017, the City Council approved the allocation of \$190,027.00 in the CDBG grant funds for the City's Minor Home Repair Program in the Fiscal Year 2017-18 Annual Action Plan. Through the City's Minor Home Repair Program, the City will be able to assist 20 owner-occupied units in fiscal year 2017-18. In order to qualify for this Program households must meet HUD's Income Guidelines of low and moderate income.

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICE IN CONNECTION WITH THE CITY'S MINOR HOME REPAIR PROGRAM FOR PROPERTY LOCATED AT 3604 LIVE OAK STREET, HUNTINGTON PARK, CALIFORNIA

February 6, 2018

Page 2 of 3

City Staff received three bids for improvements at one property located at 3604 Live Oak Street. The following table summarizes the bids received for each property:

Contractor	Bid Amount
Alfredo De La Torre Construction Services	\$7,500
Sarahang	\$10,500
Vision's West, Inc.	\$13,600

Based on the bid analysis performed, Alfredo De La Torre Construction Services is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve contract with the contractor and authorize City Manager to approve change orders not to exceed 10% of the total contract amount.

Scope of Work

The general scope of work eligible under the program is comprised of the following:

Exterior

1. Replace four (4) windows
2. Replace wood side gate
3. Replace Water heater
4. Replace Main Electrical panel- 200 amp

Interior

1. Replace kitchen light fixture
2. Install kitchen skylight
3. Install bathroom exhaust fan

FISCAL IMPACT/FINANCING

The contract will be fully paid through the City's CDBG grant. Funding for this program was approved in the City's FY 17-18 Adopted Budget under account # 239-5070-463.56-52 for a total amount of \$151,699. The current available balance is \$123,954.

PROGRAM REQUIREMENTS

This program provides financial assistance to owner occupied single-family and multi residential homes (one to four units). Grants of up to \$7,500 are provided to qualified low and moderate-income households for minor repairs that correct health and safety violations. The implementing agency is the City's Community Development Department.

CONSIDERATION AND APPROVAL OF AN AWARD OF CONTRACT TO ALFREDO DE LA TORRE CONSTRUCTION SERVICE IN CONNECTION WITH THE CITY'S MINOR HOME REPAIR PROGRAM FOR PROPERTY LOCATED AT 3604 LIVE OAK STREET, HUNTINGTON PARK, CALIFORNIA

February 6, 2018

Page 3 of 3

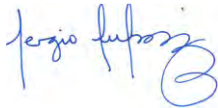
CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
Interim City Manager



SERGIO INFANZON
Community Development Director

ATTACHMENT(S)

- A. Draft Contract with Bid
- B. Bid Evaluation Worksheet

ATTACHMENT “A”

MINOR HOME REPAIR IMPROVEMENT CONTRACT

This Agreement, is made and entered into this 6th day of February 2018, by and between City of Huntington Park (hereinafter "Grantor") Juan Carlos Arroyo and Graciela Arroyo (hereinafter "Owner and Grantee") and Alfredo De La Torre Construction Services (hereinafter "Contractor"), bearing California Contractor's License No. 789226.

RECITALS

A. The City of Huntington Park has established the Minor Home Repair Program (the "Program") pursuant to which the City provides grants for rehabilitation purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. Owner is a Qualified Person who has received a grant under the Program for use in connection with the rehabilitation of the single-family home owned and occupied by Owner located on certain real property known as 3604 Live Oak Street, Huntington Park, California 90255 ("Property").

C. Owner has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed. Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.

2. Execution of Agreement. Owner has executed this contract upon signature dated _____. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 29 of this contract.

3. Work Write-Up, Specifications and Drawings. The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work

write-up or drawings but which is necessary for the proper completion of the work and which is not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

4. Contract Price. For the Work described in this Agreement, Contractor shall receive an amount not to exceed \$7,500.00

5. Payment. Payment for the Work that is to be made by Contractor, upon City's approval is as follows:

Description of Work:

Replace Windows:

Remove and replace the existing two (2) windows located at the Kitchen; (1) Picture window at living room; and (1) at back Bathroom. The new windows shall be replacement type vinyl *double hung*, dual glazed, windows to match the existing openings.

Kitchen Light Fixture:

Install new light fixture. The owner shall select and approve style.

Install Skylight – Kitchen:

Install a Natural Light Skylight “18 dome at kitchen ceiling.

Installation of Exhaust Fan:

Install an exhaust fan in the back bathroom and required electrical system per code

Install Wood Gate (Left of Property): Replace Wood Gate:

Repair front wooden gate. Repair includes the removal and replacement of 4x4 post (set in concrete) and 2x4 horizontal fence rails

Water Heater:

Replace and install new 40 gallon Water Heater to Code (stand; drainage & strap) and provide a new door cover.

Replace Main Electrical Panel:

Replace the existing electrical panel and circuit breakers in accordance with the National Electrical Code and Uniform Building Code. The new panel shall be a 200-amp panel.

Total Cost: **\$7,500.00**

Contractor shall submit an invoice for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, payment shall be made to Contractor. By submitting an invoice to Owner, Contractor makes the following representations to Owner: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from City. Owner shall have no obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to Owner, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid by City to Contractor upon City's receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

6. Warranty. Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractor's option, at no expense to the Owner. Contractor shall hereby warrant roof for two (2) years for labor and support material.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within twenty (20) calendar days of the execution of this agreement and the Work shall be substantially completed within 14 calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. Time is of the essence to this Contract. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless City and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

8. Liquidated Damages. The parties agree that it would be impracticable, extremely difficult and, in all probability, impossible, to fix actual damages should the Contractor fail for any reason, to complete his performance, pursuant to this Agreement, within the time set therefore, as herein expressly provided. Based thereon, the parties hereto agree that for each day, or portion thereof, during which the work contemplated by this Agreement has not been completed, occurring after the time fixed for the completion of said work, except for delay caused by Owner, inclement weather, or the unavailability of workers or materials caused by labor disputes, that Contractor shall pay to City, as and for liquidated damages, the sum of \$10.00 per day for each such day or portion thereof, for a maximum of 30 days.

9. Inspection. The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

10. List of Documents to be incorporated into the Contract. The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. Notices to Owner regarding State Contractors Law;
- c. Notice of Cancellation;
- d. The plans and specifications, which are attached hereto as Exhibit A.

- e. Notice inviting proposals, if any; and
- f. The proposal by Contractor.

11. Assignment. Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

12. Insurance Requirements. Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

a. Workers' Compensation Insurance in minimum amounts required by law for all employees.

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply the City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days' prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at the City's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Fairbanks Insurance Brokers, Inc. (949) 595-0284

13. Indemnification. The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

14. Performance and Labor and Material Bonds. [Check Provision if Applicable]

_____ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

15. Cooperation of Owner. While this Agreement is in force, Owner shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

16. Protection. The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

17. Project Insurance. The Owner will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

18. Change Orders. No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of the City, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

19. Note about Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

20. Real Property Liens. Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction,

Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

21. Equal Opportunity Provision. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. Cleanup. Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

23. Contactor's Affidavit. After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

24. Suspension or Termination of Contract. The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon

termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

25. Automatic Termination. This Agreement is contingent upon the funding of the grants necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

26. Discrimination. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

27. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

28. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

29. Notices. Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Juan Carlos Arroyo
Graciela Arroyo
3604 Live Oak Street
Huntington Park, CA 90255

Contractor: Alfredo De La Torre.
2630 Cudahy Street
Huntington Park, CA 90255

30. Lead Based Paint. Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

31. Disputes. Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association ("AAA") and shall

be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

32. Contractor Eligibility. Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

33. Conflicts of Interest. Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Minor Home Repair Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

34. Consumer Notice—Performance of Extra or Change-Order Work Notice.

A contractor is not required to perform additional work or changes without written approval in a “change Order” before any of the new work is stated.

Extra work or a change order is not enforceable against an Owner unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the change order:

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.

- (iii) The effect the order will make in the progress payments or the completion date.

The Contractor's failure to comply with the requirements of this section does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

35. Consumer Notice—Mechanics Lien Warning

MECHANICS LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary notice." This notice is not a lien. The purpose of the notice is to let you know that the person sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary notices. You will not get preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your Contractor of all the subcontractor and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material suppliers.

For other ways to prevent liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-CSLB (2752).

Remember, if you do nothing, you risk having a lien placed on your home. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

36. INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD ("CSLB")

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

VISIT CSLB's website at www.cslb.ca.gov

CALL CSLB at 1800-321-CSLB (2752)

WRITE CSLB at PO Box 26000, Sacramento, CA 95826

37. Three Day Right to Cancel.

 The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a "notice of the Three-Day Right to Cancel."

38. Entire Agreement. This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

Parties have caused this Agreement to be executed as follows:

OWNER(S)

Juan Carlos Arroyo

Date

Graciela Arroyo

Date

CONTRACTOR

Alfredo De La Torre

Date

UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW, THE OWNER OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.

YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.

THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY OF HUNTINGTON PARK.

City Manager

Date

**CITY OF HUNTINGTON PARK
MINOR HOME REPAIR PROGRAM**

**WORK DESCRIPTION AND BID PROPOSAL FORM
ATTACHMENT "A"**

De la Tome

Name:	Graciela and Juan Carlos Arroyo	APN No.:	6214-003-015
Address:	3604 Live Oak St.	Tel. No.:	(323) 80-5648
City:	Huntington Park 90255	Date:	November 21, 2017

All work is to be done per City of Huntington Park building, planning and public works codes. In order to establish standards of quality, the detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure is not to be construed as eliminating from competition of other product of equal or better quality by other manufacturers. The contractor shall finish the list of proposed desired substitutions prior to signing of the contract. All items listed on work write-up, unless otherwise specified, shall include all finish work, including all trim hardware, patching, and finish painting and/or staining. All overhead and profit should be included in each line item. All materials to be installed require owner(s) review and approval.

WORK DESCRIPTION AND STANDARD SPECIFICATIONS

1.	Replace Windows: Remove and replace the existing two (2) windows located at the Kitchen; (1) Picture window at living room; and (1) at back Bathroom. The new windows shall be replacement type vinyl <u>double hung</u> , dual glazed, windows to match the existing openings. Secure the windows in a weather tight manner. Installation shall include all finishing elements associated with the replacement of the windows. Repair all surfaces affected by this work. The contractor shall verify opening size and color before ordering windows. Installation of new windows shall include the installation of new screens on the windows. Contractor is responsible for checking with the City regarding egress compliance in the bedrooms. ICC Code 1025.2.1 window opening width 20"; open height 24". 1025.21.3 Maximum height from floor not greater than 44" measured from the floor. Owner to make final selection of window pattern.	\$	700
2.	Kitchen Light Fixture: Install new light fixture. The owner shall select and approve style.	\$	50
3.	Install Skylight -- Kitchen: Install a Natural Light Skylight "18 dome at kitchen ceiling.	\$	850
4.	Installation of Exhaust Fan: Install an exhaust fan in the back bathroom and required electrical system per code. The exhaust fan shall be of such size that it provides a minimum of five air changes per hour. Installation shall include all ducting directly to the outside. The point of discharge shall be at least 3 feet from any opening which allows air entry into occupied portions of the building.	\$	750
5.	Install Wood Gate (Left of Property): Replace Wood Gate: Repair front wooden gate. Repair includes the removal and replacement of 4x4 post (set in concrete) and 2x4 horizontal fence rails. The contractor shall remove existing vertical boards and reinstall the same upon installation of posts and fence rails. The contractor shall replace any damaged vertical boards and finish to match existing.	\$	750

8' Foot Panel only CEDAR

6.	Water Heater: Replace and install new 80 gallon Water Heater to Code (stand; drainage & strap) and provide a new door cover.	\$	1,400
7.	Replace Main Electrical Panel: Replace the existing electrical panel and circuit breakers in accordance with the National Electrical Code and Uniform Building Code. The new panel shall be a 200-amp panel.	\$	3,500
PROJECT TOTAL:		\$	7,500 -
			Estimate

NOTE:

All work shall include the protection of dwelling, fixtures and furnishings, as well as maintaining the premises clean at all times.

All debris resulting from any work conducted in connection with this contract shall be the property of the contractor, who is responsible for its timely removal and lawful disposal. Work site shall be maintained in a clean and orderly manner, and upon completion, property shall be left in a "broom clean" condition.

A. LICENSES, FEES, PERMITS AND CLEARANCES

The selected contractor is responsible for the obtaining all required approvals, permits, and inspections, and is required to possess a valid City of Huntington Park business license.

B. INSPECTIONS

The Contractor shall request all inspections and approvals of construction required by the City of Huntington Park. No item shall be considered completed until it has been inspected and approved by the City of Huntington Park.

C. WARRANTY

The Contractor shall assure the quality of materials and workmanship provided under the Contract for a period of one year. Upon notice from the City, the Contractor shall repair or remedy any defects in material or workmanship, and pay for any damage from such defects which may appear within the period of one year from the date of recordation of Notice of Completion. The Contractor shall furnish the Owner with all manufacturer's written guarantees and warranties covering materials and equipment furnished under Contract.

D. MATERIAL AND LABOR LIEN RELEASES

Process payments will be authorized and released by the City's authorized representatives only if invoice(s) is accompanied by weekly payroll reports and respective material and labor lien releases.

Under the guidelines for this program, homeowner(s) are responsible for the removal and replacement of rugs, draperies, coverings, and furniture as necessary.

NOTE: I HAVE REVIEWED THE ABOVE WORK DESCRIPTION AND SPECIFICATIONS AND UNDERSTAND THAT ANY CHANGES OR ADDITIONS MUST HAVE PRIOR APPROVAL BY THE CITY OF HUNTINGTON PARK TO BE ELIGIBLE FOR FUNDING. I ALSO UNDERSTAND THAT THE TOTAL COST OF REPAIRS CANNOT EXCEED THE AMOUNT AWARDED BY THE REVIEW COMMITTEE; THEREFORE ALL ITEMS INCLUDED ON THE ABOVE LIST MAY NOT BE COMPLETED UNDER THIS PROGRAM.

Homeowner Signature:	Date:
Homeowner Signature:	Date:

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agree to fully perform the work within the time stated and in strict accordance with the

ATTACHMENT “B”

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation

3604 Live Oak

Arroyo- 3604 Live Oak St.

	ITEM	DE LA TORRE	Sarahang	VIZION'S
	<u>Minor Home Repair Program</u>			
1	Replace Windows (4)	700	2,500	2,920
2	Kitchen Light Fixture	50	300	90
3	Skylight- kitchen	850	800	1,850
4	Exhaust Fan- Back Bathroom with Electrical	750	600	1,450
5	Replace Side Wood Gate	250	800	1,350
6	Water Heater	1,400	2,500	1,850
7	Main Electrical Panel- 200 amp	3,500	3,000	3,850
	Subtotal	\$ 7,500	\$ 10,500	\$ 13,360



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 6, 2018

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL FOR AN AWARD OF CONTRACT TO SARAHANG BUILDERS, INC. IN CONNECTION TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM FOR PROPERTY LOCATED AT 3604 LIVE OAK STREET, HUNTINGTON PARK, CALIFORNIA

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve contract with Sarahang Builders, Inc. for an amount of \$14,400 to remediate lead-based paint hazards on a single-family unit located at 3604 Live Oak Street;
2. Authorize Interim City Manager to execute contract; and
3. Approve change orders in an amount not to exceed 10% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children (under 6 years of age), and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

CONSIDERATION AND APPROVAL FOR AN AWARD OF CONTRACT TO SARAHANG BUILDERS, INC. IN CONNECTION TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM FOR PROPERTY LOCATED AT 3604 LIVE OAK STREET, HUNTINGTON PARK, CALIFORNIA

February 6, 2018

Page 2 of 3

The owner residing at the single-family property located at 3604 Live Oak Street is qualified to participate in the program. The City received bids from three qualified contractors for the scope of work, and Sarahang Builders, Inc. was the lowest responsive bidder. The following table summarizes the bids received:

Contractor	Bid Amount
De La Torre	\$17,100
Sarahang	\$14,400
Vision's West	\$20,460

Based on the bid analysis performed, Sarahang Builders, Inc. is considered to be the lowest qualified bidder for this project. Therefore, staff recommends that City Council approve the attached contracts and authorize the City Manager to approve change orders not to exceed 10% of the total contract amount.

Scope of Work under the Lead Based Paint Program

The general scope of work eligible under the program is comprised of the following:

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors) that tests positive for lead based paint
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.) that tests positive for lead based paint
3. Removal of lead positive dust from all floors window sills and window wells positive for lead based paint
4. Interim control measures through removal of soil that tests positive for lead above regulatory limits
5. Window replacement that tests positive for lead based paint
6. Paint/color match interior and exterior treated areas
7. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

CONSIDERATION AND APPROVAL FOR AN AWARD OF CONTRACT TO SARAHANG BUILDERS, INC. IN CONNECTION TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM FOR PROPERTY LOCATED AT 3604 LIVE OAK STREET, HUNTINGTON PARK, CALIFORNIA

February 6, 2018

Page 3 of 3

FISCAL IMPACT/FINANCING

The contract will be fully paid through the City's Lead Based Paint Grant Program. Funding for this program was approved in the City's FY 2017-18 Adopted Budget under account number 246-5098-463.73-10 for a total of \$350,000. No additional budget appropriation is required.

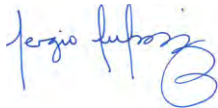
CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
Interim City Manager

A handwritten signature in blue ink, appearing to read 'Sergio Infanzon', with a circular flourish at the end.

SERGIO INFANZON
Community Development Director

ATTACHMENT(S)

- A. Bid Evaluation
- B. Contract for the Lead Based Paint Hazard Control Program

ATTACHMENT “A”

CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation
3604 Live Oak

ITEM		DE LA TORRE	Alternative	Sarahang	Alternative	VIZION'S	Alternative
<u>LBPH</u>							
1	Interior-Bathroom 2-Plaster Walls & Ceiling	850		600		950	
2	Interior-Ceramic Tiled Surfaces in Bathroom 2 & Kitchen	-		-		-	
3	Exterior-Door and Door Frame at Front Entry	850		300		395	
4	Exterior Window Components (7 windows)	3,550	3,750	2,000	3,500	1,575	3,850
5	Exterior - Eaves & Rafters	3,500		2,000		2,800	
6	Exterior - Beams & Ceilings at the Front Porch & Carport	1,800		1,000		1,050	
7	Exterior-Metal Mail Slot/ Front Porch & Milk Door on WestSide	350		500		95	
8	Garage Exterior - Window Components (6 windows)	2,400	1,800	1,800	3,000	1,350	3,000
9	clean floor, window sills and window wells	1,600		500		1,350	
10	waste disposal	700		500		350	
Subtotal		\$ 15,600	\$ 15,200	\$ 9,200	\$ 11,900	\$ 9,915	\$ 13,840
<u>Healthy Homes</u>							
1	Smoke and Carbon Monoxide Detectors	375		500		190	
2	Ground Fault Circuit Interceptors	650		600		3,200	
3	Replace Crawl Space Cover	25		200		140	
4	Installation of Exhaust Hood	450		500		1,350	
5	Kitchen - install light fixture	50		200		90	
6	Bathroom 2 - remove mold and paint	350		500		1,650	
Subtotal		\$ 1,900		\$ 2,500		\$ 6,620	
TOTAL		\$ 17,500	\$ 17,100	\$ 11,700	\$ 14,400	\$ 16,535	\$ 20,460

ATTACHMENT “B”

LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this 6th day of February, 2018, by and between the City of Huntington Park (hereinafter "City") Juan Carlos Arroyo and Graciela Arroyo (hereinafter "Owner") and Sarahang Construction, Inc. (hereinafter "Contractor"), bearing California Contractor's License No 897724.

RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 3604 Live Oak Street, Huntington Park, California 90255 ("Property").

C. City has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed. Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.

2. Execution of Agreement. Owner has executed this contract on February 6, 2018. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.

3. Work Write-Up, Specifications and Drawings. The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or

drawings but which is necessary for the proper completion of the work and which is not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

4. Contract Price. For the Work described in this Agreement included as Exhibit A, Contractor shall receive an amount not to exceed Fourteen Thousand Four Hundred Dollars (\$14,400).

5. Progress Payments. Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work. Contractor shall submit an invoice for progress payments for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, a progress payment shall be made to Contractor. In connection with each progress payment, five percent (5%) of all sums otherwise due to Contractor for work performed shall be retained. By submitting an invoice to the City, Contractor makes the following representations to the City: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

Payments shall be made directly to the Contractor by the City. The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor, if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to the City, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid to Contractor upon receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all

applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

6. Warranty. Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractor's option, at no expense to the Owner.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **21** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

8. Inspection. The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably

necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

9. Lead Based Paint Clearance. Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

10. List of Documents to be Incorporated into the Contract. The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

11. Assignment. Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

12. Insurance Requirements. Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

a. Workers' Compensation Insurance in minimum amounts required by law for all employees.

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property.

Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from

such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Ferrante Insurance Services, Inc. 925-674-1663

13. Indemnification. The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

14. Performance and Labor and Material Bonds. [Check Provision if Applicable]

_____ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

15. Cooperation of Owner. While this Agreement is in force, Owner and or Renter shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

16. Protection. The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

17. Project Insurance. The Contractor will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

18. Change Orders. No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and

entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

19. Note about Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

20. Real Property Liens. Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

21. Equal Opportunity Provision. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. Cleanup. Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from

the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

23. Contactor's Affidavit. After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

24. Suspension or Termination of Contract. The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least five (5) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Owner suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, the Owner shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

25. Automatic Termination. This Agreement is contingent upon the funding of the grant necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

26. Discrimination. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

27. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

28. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

29. Notices. Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States

Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Juan Carlos Arroyo
 Graciela Arroyo
 3604 Live Oak Street
 Huntington Park, CA 90255

Contractor: Sarahang Construction, Inc.
 11905 Darlene Ln.
 Moorpark, CA 93025

30. Lead Based Paint. Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

31. Disputes. Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association ("AAA") and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

32. Contractor Eligibility. Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

33. Conflicts of Interest. Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.
- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

34. Consumer Notice—Performance of Extra or Change-Order Work Notice.

A contractor is not required to perform additional work or changes without written approval in a “change Order” before any of the new work is stated.

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The Contractors failure to comply with the requirements of this section does not preclude the recover of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

35. Three Day Right to Cancel.

The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a “notice of the Three-Day Right to Cancel.”

36. Entire Agreement. This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

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Parties have caused this Agreement to be executed as follows:

OWNER

Signature

Name

Signature

Name

CONTRACTOR

Signature

UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW THE OWNER OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.

YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.

THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY OF HUNTINGTON PARK.

City Manager

Date

EXHIBIT A
Lead Based Paint Abatement & Healthy Homes Specifications

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>1) <i>Interior – Bathroom 2 – Plaster Walls & Ceiling</i> - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE “PAINT READY.”</p>	<p>\$ 600.00</p>
<p>2) <i>Interior - Ceramic Tiled Surfaces in Bathroom 2 & Kitchen</i> - The ceramic tiled surfaces are not a likely source of lead dust contamination as long as they remain intact. If future renovation or repair activities require that the tile be removed or disturbed, the task should be assigned to a lead certified abatement contractor. Any removal of ceramic tiled surfaces must utilize proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p> <p><i>Alternatively</i> - Remove all ceramic tiled surfaces utilizing proper abatement, containment, and clean up procedures. Removal must be done in a manner that minimizes damage to adjacent surfaces.</p>	<p>\$ 0.00</p> <p>\$ 0.00</p>
<p>3) <i>Exterior - Door and Door Frame at Front Entry</i> – All paint on the “friction” portions of the lead-laden door components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing the door components with a suitable encapsulant. Any surface treated in this manner MUST BE “PAINT READY.”</p> <p><i>Alternatively</i> - The lead-laden door components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF DOOR COMPONENTS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p>	<p>\$ 300.00</p> <p>\$ 0.00</p>

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>7) Exterior – Metal Mail Slot at Front Porch & Milk Door on West Side - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE “PAINT READY.”</p>	<p>\$ 500.00</p>
<p>8) Garage Exterior - Window Components - All paint on the “friction” portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window (<i>friction and non-friction surfaces</i>). Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner MUST BE “PAINT READY.”</p> <p>Alternatively - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p> <p>Number of windows to be treated: <u>06</u></p>	<p>\$ 1,800.00</p> <p>\$ 3,000.00</p>
<p>9) Because the dust wipe samples indicated a level of lead above the specified regulatory limit, all floors, window sills, and window wells should be properly cleaned (<i>HEPA / TSP Equivalent / HEPA</i>).</p>	<p>\$ 500.00</p>
<p>10) Waste Disposal (Hazardous & Non-hazardous)</p>	<p>\$ 500.00</p>
<p>11) Total Lead Abatement Cost</p>	<p>\$ 11,900.00</p>

<u>Work Requested -</u>	<u>Estimated Cost</u>
<p>4) Exterior - Window Components - All paint on the “<i>friction</i>” portions of the lead-laden window components must be removed down to bare substrate. All loose and peeling paint that can be lifted with thumbnail pressure will be removed from the entire window (<i>friction and non-friction surfaces</i>). Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. This will be followed by sealing all areas of the window components with a suitable encapsulant. Any surface treated in this manner MUST BE “PAINT READY.”</p> <p><i>Alternatively</i> - The lead-laden window components may be removed and replaced. Removal must be done in a manner that minimizes damage to adjacent surfaces. ANY REMOVAL OF WINDOWS MUST BE COORDINATED WITH THE GENERAL CONTRACTOR (GC) SO THAT THE PROPERTY IS NOT LEFT UNSECURED.</p> <p>Number of windows to be treated: <u>07</u></p>	<p>\$ 2,000.00</p> <p>\$ 3,500.00</p>
<p>5) Exterior – Eaves & Rafters - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE “PAINT READY.”</p>	<p>\$ 2,000.00</p>
<p>6) Exterior – Beams & Ceilings at the Front Porch & Carport - All loose and peeling paint that can be lifted with thumbnail pressure will be removed. Any nails, screws, or other protrusions will be removed. All cavities/pits will be filled and sharp edges will be feathered. Any broken, rotten, or termite damaged wood shall be replaced. All affected areas will be sealed with a suitable encapsulant. All surfaces treated in this manner MUST BE “PAINT READY.”</p>	<p>\$ 1,000.00</p>

All work must be in compliance with these Abatement Specifications, current HUD Guidelines, and California DHS/CDPH Title 17. Any additional work or changes that the Contractor deems appropriate to enhance the competitiveness of this bid may be added as an addendum to this form. Please fill out all requested information that follows:

Company Name: Sarahang Builders Inc

Company Phone #: 818-4024268

Contact Person: Faraz Sarahang

Date of Bid: 11/27/2017 Total amount of Bid: \$ 11,900.00

Estimated Time of Completion: 02 Weeks

I Faraz Sarahang hereby acknowledge that any work performed by on the above listed property will be done in compliance with these abatement specifications as well as all laws and regulations governing this type of activity.



Authorized Signature



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

February 6, 2018

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF APPROPRIATION AND ALLOCATION OF UNENCUMBERED GRANT FUNDING FOR USED OIL RECYCLING AND BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAMS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve appropriation and allocation of \$8,498 to the Used Oil Recycling fund accounts that were not previously appropriated for FY 17/18; and
2. Approve appropriation and allocation of \$5,160 to the Beverage Container Recycling fund accounts that were not previously appropriated for FY 17/18.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 3, 2010 City Council passed Resolution 2010-22 and on April 18, 2011 the City Council passed Resolution 2011-15 which designated and authorized the Director of Public Works to execute in the name of the City of Huntington Park all documents, including but not limited to, applications, agreements, annual reports and amendments to secure said payments to support the Used Oil Collection Program (2010-22) and Beverage Container Recycling City Program (2011-15) until rescinded.

Pursuant to Resolution 2010-22 staff applied for, and received, \$16,498 for the Seventh Cycle of the Oil Payment Program (OPP7) commonly referred to as the Used Oil Recycling Grant.

Pursuant to Resolution 2011-15 staff applied for, and received, \$15,160 for the Fifth Cycle of Beverage Container Recycling City/County Payment Program.

During the FY17/18 budget process staff estimated the grant award for FY 17/18 at \$8,000 for the Used Oil Recycling Program and \$10,000 for the Beverage Container Recycling Program, as the actual award varies from year to year, and put a placeholder in the budget proposal. On May 12, 2017 the state issued a check for \$16,498 for the

CONSIDERATION AND APPROVAL OF APPROPRIATION AND ALLOCATION OF UNENCUMBERED GRANT FUNDING FOR USED OIL RECYCLING AND BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAMS

February 6, 2018

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Used Oil Recycling Program and on August 01, 2017 the state issued a check for \$15,160 for Beverage Container Recycling Program.

Appropriating and allocating these funds will cover the cost of weekend Used Oil Collection and Filter Exchange Events, City Clean Ups and supplies. This funding will be lost if it is not appropriated and allocated.

FISCAL IMPACT/FINANCING

The awarded funds of \$16,498 for the Used Oil Recycling grant were received in May 2017 and recorded to account number 287-0000-334.20-00. Funding for this program was approved in the City's FY 17-18 Adopted Budget for \$8,015. Staff is requesting an additional budget appropriation for the balance of the grant of \$8,483 as follows:

Used Oil Recycling

Account Number	FY17/18 Budget	Additional Appropriation	Total
287-8057-432.13-00	\$1,000	\$4,223	\$5,223
287-8057-432.22-00	\$15	\$61	\$76
287-8057-432.54-00	\$2,000	\$0	\$2,000
287-8057-432.61-20	\$5,000	\$4,199	\$9,199
Total	\$8,015	\$8,483	\$16,498

The awarded funds of \$15,160 for the Beverage Container Recycling grant were received in June 2017 and recorded to account number 287-0000-334.10-00. Funding for this program was approved in the City's FY 17-18 Adopted Budget for \$10,015. Staff is requesting an additional budget appropriation for the balance of the grant of \$5,145 as follows:

Beverage Container Recycling

Account Number	FY17/18 Budget	Additional Appropriation	Total
287-8055-432.13-00	\$1,000	\$5,072	\$6,072
287-8055-432.22-00	\$15	\$73	\$88
287-8055-432.54-00	\$7,000	\$0	\$7,000
287-8055-432.61-20	\$2,000	\$0	\$2,000
Total	\$10,015	\$5,145	\$15,160

CONSIDERATION AND APPROVAL OF APPROPRIATION AND ALLOCATION OF UNENCUMBERED GRANT FUNDING FOR USED OIL RECYCLING AND BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAMS

February 6, 2018

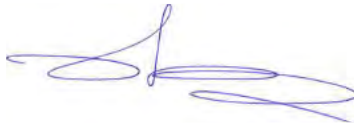
Page 3 of 3

The costs associated with CalRecycle Payment Program are funded entirely by award monies received through CalRecycle's City/County Payment Program. There is no impact to the City's General Fund.

CONCLUSION

Upon Council approval, staff will proceed with recommended action.

Respectfully submitted,



RICARDO REYES
Interim City Manager



DANIEL HERNANDEZ
Director of Public Works



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

February 6, 2018

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A SUB-RECIPIENT AGREEMENT BETWEEN THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK, MAYWOOD, VERNON AND THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR IMPLEMENTATION OF GRANT AGREEMENT WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the sub-recipient agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority;
2. Authorize Interim City Manager to execute the sub-recipient Agreement; and
3. Authorize budget appropriation of \$23,100 to account 111-8030-461-56-42.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 12, 2013, City Council entered a memorandum of understanding (MOU) with the cities of Bell, Bell Gardens, Commerce, Cudahy, Maywood, Vernon and the Los Angeles County Flood Control District (Los Angeles River Upper Reach 2) or (LAR UR2) for administration and cost sharing to prepare a Watershed Management Plan (WMP) and Coordinated Integrated Monitoring Program (CIMP) as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 as amended by State Water Board Order WQ 2015- 0075 and Los Angeles Water Board Order R4-2012-075-A01 Municipal Separate Storm Sewer System (MS4 Permit).

CONSIDERATION AND APPROVAL OF A SUB-RECIPIENT AGREEMENT BETWEEN THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK, MAYWOOD, VERNON AND THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR IMPLEMENTATION OF GRANT AGREEMENT WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD.

February 6, 2018

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Pursuant to Permit requirements, the above cities commissioned a feasibility study which identified a project within each jurisdiction including cost estimates and preliminary design elements. The combined projects were identified in the WMP and were approved in the MS4 permit.

Subsequently, the LAR UR2 applied for grant funds from the State of California through the administrative mechanism of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (Gateway JPA) for Phase 1 funding of the first project identified in the feasibility study. This project is located in the City of Bell Gardens at John Anson Ford Park. This is the first project in the entire Gateway region to be funded; as such, there has been vigorous discussion amongst the 27 member JPA on a wide variety of issues ranging from liability to implementation to establishing a precedent for future grant funded projects.

The attached Agreement represents the product of these discussions and addresses the unique concerns of all members.

FISCAL IMPACT/FINANCING

The total project cost is \$11,005,538 of which the local match is \$1,105,538. According to the cost share formula the City's share for the project is \$159,052.56. The City has elected to split this cost over three fiscal years. The cost for FY 17/18 is \$53,017.52, which is due within 30 days of entering the Agreement. This includes a three percent (3%) administrative processing fee to Gateway JPA which will handle grant administration including the fiduciary component.

The entire city share was included in the FY 17/18 proposed budget but was removed for several reasons; the most relevant being the uncertainty of the Agreement Date and the encumbrance of the large sum in uncertain circumstances. There is currently \$30,000 available in 111- 8030-461.56-42. Staff is requesting an additional budget appropriation of \$23,100 in account number 111-8030-461.56-42 to cover the entire cost share of program implementation for the current FY 17/18. A budget will be requested in FY 18/19 to cover the City's share of the project.

CONCLUSION

Upon Council approval, staff will execute the recommendations listed above.

CONSIDERATION AND APPROVAL OF A SUB-RECIPIENT AGREEMENT BETWEEN THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK, MAYWOOD, VERNON AND THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR IMPLEMENTATION OF GRANT AGREEMENT WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD.

February 6, 2018

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Respectfully submitted,



RICARDO REYES
Interim City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. Sub-Recipient Agreement with the cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood and Vernon and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.
- B. Feasibility Study for the Los Angeles River Upper Reach 2 (LARUR2) Watershed Management Program

ATTACHMENT “A”

16401 Paramount Boulevard
Paramount, CA 90723
562.663.6850 phone
562-634-8216 fax



www.gatewaywater.org

*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

January 12, 2018

Dear Board Member,

Enclosed please find the Subrecipient Agreement for the Prop 1 John Anson Ford Park Grant, that was approved by the GWMA Board on Thursday, January 11, 2018.

Please distribute to the designated person from your city for signature. There are a total of 8 signature pages, which need to be signed and returned. Please return all 8 pages.

As soon as I receive these back from all participants, I will then return a fully executed subrecipient agreement to each city for their records.

Mail the 8 signed pages to:

Gateway Water Management Authority
16401 Paramount Blvd.
Paramount, CA 90723
Attn: Bibi Weiss

Thank you,

Bibi Weiss
GWMA
Office Assistant/Grant Coordinator

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia · Avalon · Bell · Bell Gardens · Bellflower · Central Basin Municipal Water District · Cerritos · Commerce · Cudahy · Downey · Hawaiian Gardens · Huntington Park · La Mirada · Maywood · Lakewood · Long Beach · Long Beach Water Department · Lynwood · Montebello · Norwalk · Paramount · Pico Rivera · Pico Water District · Santa Fe Springs · Signal Hill · South Gate · Vernon · Water Replenishment District of Southern California · Whittier

With Technical Support From The Sanitation Districts Of Los Angeles County

**SUB-RECIPIENT AGREEMENT BETWEEN
THE CITIES OF BELL, BELL GARDENS, COMMERCE,
CUDAHY, HUNTINGTON PARK, MAYWOOD AND
VERNON, AND THE LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER MANAGEMENT
JOINT POWERS AUTHORITY**

This Sub-recipient Agreement (“Agreement”) is dated January 15, 2018 and is between the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood and Vernon, (collectively the “Sub-recipients”), and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, a California Joint Powers Authority (“GWMA”), (collectively, the “Parties”).

RECITALS

- A. The Sub-recipients are members of the Los Angeles River Upper Reach 2 Watershed Group (“Watershed Group”) and jointly prepared a watershed management program (“WMP”) as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Storm Sewer System Permit, Order No. R4-2012-0175 as amended by State Water Board Order WQ 2015-0075 and Los Angeles Water Board Order R4-2012-0175-A01 (“MS4 Permit”), and
- B. In order to assist the Watershed Group in implementing the WMP, the GWMA has entered into that certain Proposition 1 Stormwater and Proposition 50 Coastal Clean Beaches Program Grant Agreement No. D1712668 dated January 12, 2018 (“Grant Agreement”) with the California State Water Resources Control Board (“State Water Board”), attached hereto as Exhibit A and incorporated herein as though set forth in full. GWMA will receive through the Grant Agreement Nine Million Nine Hundred Four Thousand and Eight Hundred Forty-Two Dollars (\$9,904,842) from the State Water Board for design, construction and maintenance of the John Anson Ford Park Infiltration Cistern System, Phase I, Project (“Project”) in the City of Bell Gardens. All of the Sub-recipients, through GWMA, will be responsible for paying their share of a local match in the total sum of One Million One Hundred Thousand Five Hundred and Thirty-Eight Dollars (\$1,100,538) for a total Project cost of Eleven Million Five Thousand and Three Hundred Eighty Dollars (\$11,005,380).
- C. The purpose of this Agreement is to provide for the administrative support for the design, construction, maintenance and payment of the cost of the Project in compliance with the Grant Agreement and for payment of the local match.
- D. While the Project is located in the City of Bell Gardens, it will benefit each of the other Sub-recipients, as it will facilitate their compliance with the WMP.
- E. The Sub-recipients have agreed to the relative benefit for each Sub-recipient as provided in this Agreement.
- F. The jurisdiction of the watershed encompasses all member Sub-recipients’ municipal boundaries including all two watersheds within the individual participating cities. This is allowed under the MS4 Permit VI.A.2.a and was approved by the Executive Officer of the Los Angeles Regional Water Quality Control Board on September 25, 2013 as part of the Watershed Group’s NOI and described in the resulting and current WMP under Section 1.1.
- G. Among the benefits for each Sub-recipient agreeing to the cost-sharing for this Project is that as Permittees of the MS4 Permit, all Sub-recipients are working toward compliance with the MS4 Permit and as delineated in Part VI.C.2.b and c of the MS4 Permit, which compliance will be facilitated by the Project.

The Parties therefore agree as follows:

1. OBLIGATIONS OF THE CITY OF BELL GARDENS

1.1 Construction of Project. The City of Bell Gardens (“Bell Gardens”) shall undertake the design, construction and maintenance of the Project in full compliance with the terms and conditions of the Grant Agreement, including retaining a contractor or contractors to design and construct the Project, paying all charges lawfully incurred by the contractor(s), obtaining all permits necessary to accomplish the Project, paying all related charges, preparing all reports and documents required by the terms of the Grant Agreement and providing them to the GWMA for processing and State reimbursement, and giving all notices necessary and incidental for the Project as required under the terms of the Grant Agreement.

1.2 Compliance with Grant Agreement. As the primary Sub-recipient of the Grant, Bell Gardens shall comply with all provisions of the Grant Agreement imposed on GWMA as the Recipient under the Grant Agreement. Bell Gardens shall use the funds received pursuant to the Grant Agreement solely to reimburse the actual expenses incurred by Bell Gardens to implement the Project. Bell Gardens shall apply the funds only to eligible Project costs as specified in the Grant Agreement.

1.3 Failure to Comply with Grant Agreement. In the event that the State Water Board determines GWMA has failed to comply with any of its obligations under the Grant Agreement due to an action or a failure to act by Bell Gardens, Bell Gardens will be solely responsible for complying with any State Water Board demands, determinations, fines or other such actions or penalties initiated by the State Water Board because of the failure to comply with the Grant Agreement by Bell Gardens. No non-breaching Party shall be in any way responsible for satisfying any State Water Board demands made in response to a violation of the terms of the Grant Agreement or this Agreement by Bell Gardens.

1.3.1 GWMA and the State Water Board may withhold all or any portion of the Grant Funds in the event that Bell Gardens has violated, or threatens to violate, any term, provision, condition or commitment of the Grant Agreement, or Bell Gardens fails to maintain reasonable progress towards completion of the Project as provided in the Grant Agreement,

provided that GWMA first provides Bell Gardens with written notice describing the factual basis for which Bell Gardens has not maintained reasonable progress towards completion and a seven (7) day period to cure any such failure to make reasonable progress on the Project.

1.3.2 If Bell Gardens defaults under any term of this Agreement or of the Grant Agreement, or Bell Gardens takes an action or actions that causes GWMA to default under the Grant Agreement, GWMA shall promptly notify Bell Gardens in writing of any alleged default under this Agreement or Grant Agreement and Bell Gardens shall have thirty (30) days from the date that Bell Gardens receives the written notice of default to cure said default(s) (“Cure Period”), unless the State Water Board imposes a shorter Cure Period on GWMA, in which case the shorter Cure Period will control, or unless GWMA and Bell Gardens agree to a longer Cure Period. If Bell Gardens fails to timely cure the noticed default(s) during the Cure Period, GWMA may immediately terminate this Agreement, and Bell Gardens shall forfeit its right to any grant funds, shall not be entitled to reimbursement for any of Bell Gardens’ costs for the Project, and shall repay to GWMA any funds GWMA is required to pay to the State Water Board. In such event, Bell Gardens shall pay to GWMA the local match paid by each other Sub-recipient and received by Bell Gardens and GWMA shall return those funds to the other Sub-recipients.

1.4 Income Restrictions. Bell Gardens shall pay to GWMA any refunds, rebates, credits or other amounts (including interest thereon) accruing to or received by Bell Gardens, to the extent that they are properly allocable to funds Bell Gardens received from GWMA under this Agreement and which GWMA is obligated to pay to the State Water Board. Bell Gardens shall also pay to GWMA the local match paid by the other Sub-recipients for the funds GWMA is required to return to the State Water Board. GWMA shall thereupon return the local match funds to each other Sub-recipient.

1.5 Compliance with Law. In the performance of this Agreement, Bell Gardens shall comply with all applicable ordinances, resolutions, statutes, rules and regulations of any federal, state or local government agency.

1.6 Compliance with the California Environmental Quality Act (“CEQA”). The Project is a project under CEQA. Bell Gardens shall comply with CEQA and related Grant Agreement requirements in the implementation of the Project. Work on the Project shall not commence until the State Water Board has reviewed and given environmental clearance to Bell Gardens’ CEQA documentation. Bell Gardens shall serve as lead agency for purpose of environmental review and shall retain necessary environmental services in connection with environmental review and preparation of the applicable CEQA documents. Bell Gardens may use Grant Funds to pay costs, except litigation costs, in connection with or arising out of CEQA compliance to the extent permitted under the Grant Agreement.

This Agreement shall in no way commit or be construed to commit Bell Gardens to approve the Project, award any contract in connection with the Project, or approve any entitlement required under the Bell Gardens Municipal Code. Moreover, this Agreement shall not limit the scope of the CEQA analysis, including but not limited to project mitigation measures and the consideration of project alternatives, including a no-project alternative. The provisions of this Agreement shall not in any way limit, hinder or affect the discretion of Bell Gardens to review CEQA documents and impose mitigation measures, alter a project, or deny a project in consideration of adverse environmental impacts to the extent permitted in the Grant Agreement. Bell Gardens shall return to GWMA any Grant and match funds received by Bell Gardens that GWMA is obligated to return to the State Water Board as a result of Bell Gardens not completing the Project as a result of the CEQA review.

1.7 CEQA Indemnification. In the event any litigation is initiated against Bell Gardens or GWMA challenging any procedural or substantive aspect of Bell Gardens’ environmental documents, review, or approvals in connection with the Project, the Sub-recipients shall pay their proportionate share of the costs to defend, indemnify, and hold harmless Bell Gardens, and, if applicable, GWMA, and their elected and appointed officials, agents, officers from any claim, action, or proceeding (collectively referred to as “Proceedings”) brought against Bell Gardens or GWMA, their elected and appointed officials, agents, officers, or employees arising out of, or which are related to the review and approval of the Project by Bell Gardens, including under CEQA. The indemnification shall include, but is not limited to, damages, fees and/or costs awarded against Bell Gardens or GWMA, if any, and cost of suit, attorney’s fees, and other costs, liabilities, and expenses incurred in connection with the proceedings. This indemnity provision shall include the other Sub-recipients’ obligations to pay their share of Bell Gardens’ obligations and, if applicable, GWMA’s costs, fees, and damages that Bell Gardens and GWMA incur from enforcing the indemnification provisions set forth herein. Each Sub-recipient’s individual share of said fees, costs, or expenses shall be calculated in accordance with each Sub-recipient’s individual percentage share as calculated in Exhibit B.

1.8 Approvals, Entitlements and Permits. Bell Gardens shall obtain all necessary approvals, entitlements and permits and provide copies to GWMA prior to commencement of the Project construction. If the Project is carried out on lands not owned by Bell Gardens, Bell Gardens shall obtain adequate rights-of-way for the useful life of the Project. Review or approval of Project applications, contracts, documents, permits, plans and specifications or other Project information by the State Water Board and GWMA is for administrative purposes only and does not relieve Bell Gardens of its responsibility to properly plan, design, construct, operate, maintain, implement and otherwise carry out the Project.

1.9 Operations and Maintenance. Bell Gardens shall maintain and operate the Project throughout its useful life as required in the Grant Agreement and WMP, and the costs associated with operating and maintaining the Project shall be paid by each Sub-recipient in accordance with each Sub-recipients’ individual Percentage Share for the useful life of the Project as defined in the Grant Agreement. For purposes of this Agreement, the “useful life” of any constructed portions of the Project begins upon completion of construction and continues until 20 years thereafter. The Sub-recipients shall enter into a separate Memorandum of Understanding within one hundred eighty (180) days following the Effective Date of this Agreement outlining the parties’ rights and obligations with respect to continued operation and maintenance of the Project. In no circumstances shall GWMA be liable for any cost of such maintenance, management or operation. Bell Gardens may be excused from operations and maintenance only upon the written approval of the State Water Board or such other entity to which this authority is transferred. For purposes of this Section 1.9, operation includes direct costs incurred for material and labor needed for operations, utilities, insurance and similar expenses. Maintenance costs include, but are not limited to, costs

related to inspections, ordinary repairs, and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct the Project if required by the Grant Agreement.

1.10 Continuous Use of Project; Lease or Disposal of Project. Bell Gardens, except as otherwise provided in the Grant Agreement, shall not abandon, discontinue use of, lease or dispose of the Project, or fail to maintain any significant part or portion of the Project thereof during its useful life.

1.11 Cost Overruns. At no time shall GWMA be liable for any cost associated with the Project except for those resulting from GWMA's negligence. Bell Gardens shall be solely responsible for cost overruns other than those caused by GWMA and shall complete the Project even if the Grant funds are insufficient to cover all costs required by the Grant Agreement. To the extent that overrun costs are unforeseen and outside of Bell Gardens' control and not covered by Grant and local match funds, Bell Gardens shall complete the Project to the extent required under the terms of the Grant Agreement. In such case, the Sub-recipients shall contribute funds sufficient to cover such cost overruns in accordance with each Sub-recipients' Percentage Share. To the extent provided in the Grant Agreement, Bell Gardens and its Sub-recipients shall be solely responsible for any costs associated with the Project in the event that the grant funds are not forthcoming for any reason other than GWMA's negligence.

1.12 Accounting Procedures. GWMA and Bell Gardens shall comply with the following accounting procedures in the performance of this Agreement in addition to those required in the Grant Agreement:

1.12.1 Establish an official file for the Project that adequately documents all significant actions relative to the Project;

1.12.2 Establish separate accounts that adequately and accurately depict all amounts received and expended on the Project, including all portions of grant funds received under this Agreement;

1.12.3 Establish separate accounts that adequately depict all income received that is attributable to the Project, especially including any income attributable to portions of grant funds disbursed under this Agreement;

1.12.4 Establish an accounting system that will adequately depict final total costs of the Project, including both direct and indirect costs;

1.12.5 Establish such accounts and maintain such records as may be necessary to fulfill reporting requirements, including any and all reporting requirements under state tax statutes or regulations; and

1.12.6 If a Force Account is used for any phase of the Project, establish an account that documents all employee hours and associated tasks charged to the Project per employee.

1.13 Site Inspections. The State Water Board, the Bureau of State Audits, GWMA, all Sub-recipients or any authorized representative of the foregoing, shall have suitable access to the Project site at all reasonable times (primarily during business hours) during Project implementation and thereafter for the useful life of the Project to ascertain compliance with the Grant Agreement and its goals.

2. GWMA OBLIGATIONS

2.1 Grant Administration. GWMA shall administer the Grant Agreement and serve as the intermediary between the State Water Board, Bell Gardens, and the other Sub-recipient cities. GWMA shall also collect match funds and disburse them at the times payments are due to Bell Gardens.

2.2 Payment of Funds. Bell Gardens shall prepare statements showing its Project costs and submit them on a bi-monthly basis to GWMA in accordance with the Grant Agreement requirements. Upon Bell Gardens' compliance with the requirements set forth in this Agreement and the Grant Agreement, GWMA shall within 10 calendar days of receiving bi-monthly invoice statements (using forms supplied by the State Water Board with supporting backup documents) and the accompanying Progress Report (using the format supplied by the State Water Board), apply to the State Water Board for reimbursement of the Project costs incurred. Within 30 calendar days of GWMA's receipt of funds for the Project costs from the State Water Board, GWMA shall reimburse Bell Gardens in an amount equal to the reimbursed funds received from the State Water Board.

2.3 Insufficient Funds. Reimbursement, if any, to Bell Gardens and the Sub-recipients by GWMA is conditioned upon receipt of the Grant funds by GWMA from the State Water Board and obtaining all required approvals from the State Water Board, including environmental clearances. If the Grant funds are not forthcoming from the State Water Board for any reason except the negligence of GWMA, GWMA shall not have any obligation to reimburse Bell Gardens and the Sub-recipients through any other source of funds. If the Grant funds are reduced by the State Water Board for any reason, Bell Gardens and the Sub-recipients, to the extent the Grant Agreement requires the Project to be completed with non-grant funds, shall contribute additional funds to cover any Project cost shortfall resulting from the reduction of Grant funds by the State Water Board in accordance with each Sub-recipients' individual percentage share of the Project as calculated in Exhibit B necessary to complete the Project, and GWMA shall not have any obligation to reimburse Bell Gardens and Sub-recipients for such additional funds.

3. GENERAL PROVISIONS

3.1 Independent Contractor. Bell Gardens is, and shall at all times remain as to GWMA and to the other Sub-recipients, a wholly independent contractor. Bell Gardens shall have no power to incur any debt, obligation or liability on GWMA's behalf or on behalf of any other Sub-recipient under this Agreement. Neither GWMA nor any of its agents or any of the Sub-recipients shall have control over the conduct of Bell Gardens or any of Bell Gardens' employees, except as set forth in this Agreement. Bell Gardens shall fully comply with the worker's compensation laws regarding Bell Gardens' employees. Bell Gardens shall indemnify and hold GWMA, the State Water Board and all Sub-recipients under this Agreement harmless from any failure of Bell Gardens to comply with applicable workers' compensation laws.

3.2 Bell Gardens Representative. The Representative for Bell Gardens shall be the City Manager or such person as may be designated by the City Manager in writing. GWMA shall refer any decisions that must be made by Bell Gardens to the Bell Gardens Representative. Any approval by Bell Gardens required under this Agreement shall mean the approval of the Bell Gardens Representative, unless the Bell Gardens Representative informs GWMA that the decision must be made by the Bell Gardens City Council.

3.3 GWMA Representative. The GWMA Representative shall be the Executive Officer, or such person as may be designated by the Executive Officer in writing. It shall be Bell Gardens' responsibility to ensure that the GWMA Representative is kept informed of the progress of the performance of the Project and Bell Gardens shall refer any decisions that must be made by GWMA to the GWMA Representative. Any approval by GWMA required under this Agreement shall mean the approval of the GWMA Representative, unless the GWMA Representative informs Bell Gardens that the decision must be made by the Board of Directors.

4. LOCAL MATCH

4.1 Deposit and Payment of Local Match. Within 30 days following the Effective Date of this Agreement (as defined under Section 6.1 below), each Sub-recipient shall deposit its share of the local match with GWMA along with a three percent GWMA administrative fee in accordance with Exhibit B. On each anniversary thereafter, if applicable, each Sub-recipient shall deposit with GWMA the next annual payment of its local match and GWMA administrative fee. With respect to Bell Gardens only, Bell Gardens' local match obligation may be satisfied by the contribution of in-kind services, property, or supplies as permitted under the Grant Agreement. Bell Gardens' in-kind contributions shall be detailed in the statements sent to GWMA pursuant to Section 2.2 and shall include a dollar amount and description of the in-kind contribution, the remaining agreed upon value of which shall be credited or refunded to Bell Gardens whichever the case may be upon approval by the State Water Board.

4.2 Return of Local Match. In the event the Project is constructed for less than the budgeted sum, or this Agreement is terminated, GWMA shall return to each Sub-recipient its respective percentage share of the remainder of the-unexpended and unencumbered local match within 30 days from the date of filing the notice of completion for the Project.

4.3 Remedies for Failure to Contribute Local Match and Funds. If any Sub-recipient (the "Non-Contributing Sub-recipient") fails to timely pay all or any portion of the local match or contingency fund required pursuant to this Agreement 30 days following receipt of written notice from GWMA, such Non-Contributing Sub-recipient shall be terminated from this Agreement and shall be deemed non-participatory in the construction in the John Anson Ford Park Infiltration Cistern System, Phase I Project.

5. PROVIDE REPORTS, AUDITS, RECORDS, INSPECTIONS AND REVIEWS

5.1 Reports. Bell Gardens shall prepare and GWMA shall forward progress reports that must accompany each bi-monthly reimbursement request to the State Water Board to fulfill GWMA's reporting obligations under the Grant Agreement. Bell Gardens shall assist GWMA by providing all requested documentation for GWMA to submit the project reports.

6. TERM

6.1 Term. This Agreement shall commence on the Effective Date and shall continue through the date of filing the notice of completion plus 20 years for maintenance, unless earlier terminated in accordance with Section 8.3 of this Agreement. For purposes of this Agreement, the Effective Date shall be the date on which the final Sub-recipient duly executes this Agreement.

7. INSURANCE AND INDEMNIFICATION

7.1 Insurance. As required by Section 4(h) of Exhibit D of the Grant Agreement, Bell Gardens agrees to maintain sufficient insurance coverage considering the scope of this Agreement and the Project including, for example, but not necessarily limited to: General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, and Professional Liability.

7.2 Insurance. As required by Section 21 of Exhibit C of the Grant Agreement, Bell Gardens will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by Bell Gardens of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. Bell Gardens shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Project shall be free and clear of all claims and liens. During construction and throughout the useful life of the Project, Bell Gardens shall provide and maintain the insurance against fire, vandalism and other loss, damage or destruction of the Project:

7.3 Memorandum of Project Coverage. Bell Gardens shall file with GWMA, upon the execution of this Agreement, a memorandum of coverage issued by the California Joint Powers Insurance Authority, or the equivalent as accepted by GWMA's Risk Manager, that shall provide proof of insurance and provide that notice of cancellation shall be provided to the other Sub-recipients and GWMA.

7.4 Additional Insured Requirements. The insurance coverage shall provide (i) that the coverage shall extend to GWMA, each Sub-recipient and each of their respective officers, agents, employees and volunteers and (ii) that the coverage shall operate as primary coverage.

7.5 Coverage Requirements. Bell Gardens shall require each consultant or contractor retained by Bell Gardens to implement the Project to obtain liability coverage at least as comprehensive as required under this Section 7 of this Agreement for Bell Gardens and shall require GWMA, each Sub-recipient and each of their respective officers, agents, employees, and volunteers to be named as additional named insured on such coverage. Bell Gardens shall also require each consultant and contractor to obtain workers' compensation coverage in not less than the minimum required under California law.

7.6 Approval of Insurance Policies. The specific levels and coverages of the insurance policies shall be subject to the reasonable review and approval of the Executive Officer of GWMA.

7.7 Indemnification. Notwithstanding Government Code Section 895.2, no Party nor any officer or employee of any Party shall be responsible for any damage or liability occurring by reason of any act or omission on the part of another Party under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of the other Party under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, each Party shall fully indemnify, defend, and hold the other Parties harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of that Party under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of that Party under this agreement. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, *et seq.*, of the Government Code for a dangerous condition of property owned by or under the control of any Party, that Party shall fully defend, indemnify, and hold the other parties harmless from any and all liability arising from such dangerous condition. The provisions of this Section 7.7 shall survive the expiration or termination of this Agreement.

8. ENFORCEMENT OF CONTRACT

8.1 Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of Los Angeles, State of California, the United States District Court, or any other appropriate court in Los Angeles County. Pending the resolution of disputes arising under this Agreement by the parties or a court of competent jurisdiction, Bell Gardens shall continue to fulfill and comply with all the terms, provisions, commitments and requirements of this Agreement.

8.2 Assignment. Bell Gardens shall not assign this Agreement, either in whole or in part, without GWMA's prior written consent.

8.3 Termination. GWMA may immediately terminate this Agreement by giving written notice to Bell Gardens and the other Sub-recipients if GWMA receives notice from the State Water Board that the Grant Agreement has been terminated. If GWMA fails to perform its obligations under the Agreement, any Sub-recipient can terminate this Agreement with respect to that party by giving 30-day advance written notice to cure the violation to GWMA with copies to the other Sub-recipients. In the event GWMA does not cure the violation within the cure period, the Agreement will be terminated with respect to that Sub-recipient on the 30th day.

8.4 No Third Party Rights. The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established in this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other Parties.

8.6 Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorneys' Fees. If any party to this Agreement is required to initiate or defend or is made a party to any action or proceeding to enforce the terms of this Agreement, the prevailing party in such action or proceeding, in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to actual attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other costs for investigating such action, taking depositions and discovery and all other costs incurred in such litigation.

8.8 Related Litigation. Under no circumstances may Bell Gardens use any portion of the Grant Funds to pay costs associated with any litigation related to the Grant.

9. MISCELLANEOUS PROVISIONS

9.1 Nondiscrimination. During the performance of this Agreement, Bell Gardens and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

Bell Gardens, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Bell Gardens, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Bell Gardens, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Bell Gardens shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

9.2 Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

9.3 Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

9.4 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.5 Integration; Amendment. It is understood that there are no oral agreements between the parties of this Agreement affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties in writing.

9.6 Time of the Essence. Time is of the essence with respect to all provisions within this Agreement.

9.7 Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

The Parties are signing this Agreement on the date stated in the introductory clause.

[signatures begin on next page]

GWMA

Los Angeles Gateway Region Integrated
Regional Water Management Joint Powers
Authority,
a California Joint Powers Authority

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

Bell Gardens

City of Bell Gardens,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

City of Bell,
a California _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

City of Commerce,
a California _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

City of Cudahy,
a California _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

City of Huntington Park,
a California _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

City of Maywood,
a California _____

City of Vernon,
a California charter city

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

EXHIBIT A
GRANT AGREEMENT
(Attached)



PROPOSITION 1 STORM WATER

GATEWAY WATER MANAGEMENT AUTHORITY

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



GRANT

STORM WATER IMPLEMENTATION

JOHN ANSON FORD PARK INFILTRATION CISTERN: PHASE I

AGREEMENT NO. D1712668

GRANT FUNDS: \$9,904,842

ELIGIBLE START DATE: DECEMBER 1, 2017

WORK COMPLETION DATE: MARCH 31, 2021

FINAL DISBURSEMENT REQUEST DATE: APRIL 30, 2021

RECORDS RETENTION TERM END DATE: MARCH 31, 2057

WHEREAS,

1. The State Water Board is authorized to provide funding under this Agreement pursuant to the following:
 - Proposition 1 Storm Water - Section 79747 of the Water Code (Prop 1)
2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with Prop 1, and establishes the terms and conditions of a funding agreement.
3. The Recipient has applied to the State Water Board for funding for the Project described in Exhibit A of this Agreement, and the State Water Board has selected the application for funding through a competitive process.
4. The State Water Board proposes to assist in funding the costs of the Project, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board, upon the terms and conditions set forth in this Agreement, all pursuant to Prop 1.

NOW, THEREFORE, in consideration of the premises, mutual representations, covenants and agreements in this Agreement, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. Definitions

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

“Agreement” means this Grant Agreement, including all exhibits and attachments hereto.

“Authorized Representative” means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient’s authorizing resolution that designates the Authorized Representative by title.

“Days” means calendar days unless otherwise expressly indicated.

“Disbursement Period” means the period during which Grant Funds may be disbursed.

“Disbursement Request” means the form used by the Recipient to document Match Funds and request reimbursement of Project Costs.

“Division” means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the funding program(s) set forth in this Agreement.

“Eligible Start Date” means the date set forth in Exhibit B, establishing the date on or after which reimbursable Project Costs may be incurred and eligible for reimbursement hereunder.

“Final Disbursement Request Date” means the date established in Exhibit B, after which date no further Grant Funds disbursements may be requested.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Force Account” means the use of the Recipient's own employees or resources for the Project.

“GAAP” means generally accepted accounting principles, as issued by the Governmental Accounting Standards Board.

“Grant Contact” means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project.

“Grant Funds” means funds provided by the State Water Board towards eligible reimbursable Project Costs.

“Grant Manager” means the person designated by the State Water Board to manage performance of the Agreement.

“Guidelines” means the State Water Board’s “Proposition 1 Storm Water Grant Program Guidelines,” as amended from time to time.

“Indirect Costs” means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient’s organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

“Match Funds” means funds provided by the Recipient towards the Project Costs incurred after November 4, 2014.

“Party Contact” means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager.

“Project” means the Project as described in Exhibit A and in the documents incorporated by reference.

“Project Completion” means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

“Project Costs” means the incurred costs of the Recipient which are eligible under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP.

“Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 2 of this Agreement.

“Recipient” means Gateway Water Management Authority.

“Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.

“State” means State of California.

“State Water Board” means the California State Water Resources Control Board, an administrative and regulatory agency of the State of California.

“Technical Advisor” means the person designated by the Los Angeles Regional Water Quality Control Board to provide technical advice on the Project. The Technical Advisor is set forth in Section 2 of this agreement.

“Work Completion” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

“Work Completion Date” means the date set forth in Exhibit A that is the last date on which Project Costs may be incurred under this Agreement.

“Year” means calendar year unless otherwise expressly indicated.

2. Party Contacts

The Party Contacts during the term of this Agreement are:

State Water Board		Gateway Water Management Authority	
Section:	Division of Financial Assistance	Section:	
Name:	Spencer Joplin, Grant Manager	Name:	Grace Kast, Project Director
Address:	1001 I Street, 17th Floor	Address:	16401 Paramount Blvd
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Paramount, CA , 90723
Phone:	(916) 341-5636	Phone:	626-485-0338
Fax:	(916) 341-5296	Fax:	
Email:	Spencer.Joplin@waterboards.ca.gov	Email:	Gracekast.gateway@gmail.com

Los Angeles Regional Water Quality Control Board	
Section:	Watershed/Regional Programs/Groundwater
Name:	Alireza Rahmani, Technical Advisor
Address:	320 West 4th Street, Suite 200
City, State, Zip:	Los Angeles, CA 90013
Phone:	(213) 576-6692
Fax:	(213) 620-6660
Email:	Alireza.Rahmani@waterboards.ca.gov

Direct inquiries to:

State Water Board		Gateway Water Management Authority	
Section:	Division of Financial Assistance	Section:	
Name:	Blair McIntosh, Program Analyst	Name:	Chau Vu, Grant Contact
Address:	1001 I Street, 17 th Floor	Address:	16401 Paramount Blvd
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Paramount, CA , 90723
Phone:	(916) 322-1409	Phone:	562-334-1790
Fax:	(916) 341-5296	Fax:	562-806-7789
Email:	Blair.McIntosh@waterboards.ca.gov	Email:	cvu@bellgardens.org

The Recipient may change its Project Director upon written notice to the Grant Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

3. Exhibits and Appendices Incorporated

The following exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING PROVISIONS

EXHIBIT C – STANDARD TERMS AND CONDITIONS

4. Recipient Representations and Commitments

The Recipient represents, warrants, and commits to the following as of the date signed by the Recipient's Authorized Representative and continuing thereafter for the term of this Agreement:

- (a) General Commitments. The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance and throughout the term of this Agreement.
- (b) Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
- (c) No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
- (d) No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the financial condition or operations of the Recipient, and/or the Project.
- (e) Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.
- (f) Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient shall maintain its eligibility for funding under this Agreement for the term of this Agreement.

- (g) Good Standing. The Recipient is currently in compliance with the State requirements set forth in Exhibit C. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with previous State audit disallowances.
- (h) Insurance. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement including, for example, but not necessarily limited to: General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, and Professional Liability.

5. Project Completion

The Recipient shall expeditiously proceed with and complete the Project in accordance with this Agreement.

6. Notice

- (a) The Recipient shall notify the Division in writing within five (5) working days of the occurrence of the following:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient; or
 - (2) Actions taken pursuant to State law in anticipation of filing for bankruptcy.
- (b) The Recipient shall notify the Division within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
- (c) The Recipient shall notify the Division promptly of the following:
 - (1) Any proposed change in the scope of the Project. Under no circumstances may the Recipient make changes to the scope of the Project without receiving prior review and approval by the Division. Most changes will require an amendment to this Agreement;
 - (2) Cessation of work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion;
 - (4) Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient agrees to implement appropriate actions as directed by the Division;
 - (5) Any monitoring activities such that the State Water Board Division of Drinking Water and/or Regional Water Board staff may observe and document such activities;
 - (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State representatives with at least ten (10) working days' notice to the Division; or
 - (7) Work Completion and Project Completion.

7. Project Access

The Recipient shall ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the obligation.

8. No Obligation of the State; State Budget Act Contingency

Any obligation of the State Water Board contained herein shall not be an obligation, debt, or liability of the State, and any such obligation shall be payable solely out of the monies appropriated by the State Legislature to the State Water Board from the special fund associated with this Agreement.

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other considerations under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for payment over any other recipient.

If this Agreement's funding for any Fiscal Year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Recipient to reflect the reduced amount.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GATEWAY WATER MANAGEMENT AUTHORITY:

By: _____

Name: Christopher S. Cash

Title: Chairperson

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____

Name: Leslie S. Laudon

Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Completion Date

The Work Completion Date is established as MARCH 31, 2021. Work occurring after the Work Completion Date, including corrective actions, is not eligible for reimbursement with Grant Funds and cannot be paid for using Match Funds.

A-2. Purpose

This grant is for the benefit of the Recipient. This grant is for the purpose of capturing trash, nutrients, heavy metals, bacteria, and reducing toxicity by installing storm water and dry weather flow diversion, pre-treatment, retention and infiltration facilities at the John Anson Ford Park in the City of Bell Gardens, a disadvantaged community (DAC). The Project is for the purpose of compliance with the Water Quality Objectives in the Coastal Los Angeles County Municipal Separate Storm Sewer System (MS4) permit.

A-3. Project-Specific Scope of Work

The Recipient agrees to do the following:

1. Project Management
 - 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
 - 1.2 Notify the Grant Manager and Technical Advisor at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
 - 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Grant Manager and Technical Advisor.
 - 1.4 Conduct periodic and final site visits with the Grant Manager.
 - 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Grant Manager and Technical Advisor.
2. General Compliance Requirements/Project Effectiveness and Performance
 - 2.1 Submit Global Positioning System (GPS) information for project site(s) and monitoring location(s) for this Project to the Grant Manager and Technical Advisor. Submittal requirements for GPS data are available at:
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.
 - 2.2 Prepare and submit, to the Grant Manager for approval and Technical Advisor for review, a Monitoring and Reporting Plan (MRP) using a template or outline provided by the Grant Manager. The MRP becomes final upon Grant Manager approval. Any changes to the MRP must be approved by the Grant Manager. The MRP may be submitted as separate documents or in one report and shall include the following:
 - 2.2.1 A Project Assessment and Evaluation Plan (PAEP), which describes the manner in which the Project performance will be assessed, evaluated, and

reported to the Grant Manager. The PAEP shall detail the methods of measuring and reporting Project benefits. Implementation of any monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Grant Manager.

2.2.2 A Monitoring Plan (MP) in a format provided by the Grant Manager. Any costs related to monitoring data collected prior to and not supported by the approved MP will not be reimbursed. Changes to the MP shall be submitted to the Grant Manager for approval prior to implementation.

2.3 Measure, evaluate, and document Project performance based on the monitoring requirements and effectiveness criteria in the approved MRP. Include results of the performance assessment, along with any supporting data and analysis, in the associated quarterly progress report and the final Project Report.

2.4 Prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the United States Environmental Protection Agency (USEPA) QAPP guidance document (EPA QA/G-5) or the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, as appropriate for the proposed monitoring activities. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. The QAPP shall be submitted to the Grant Manager for approval and Technical Advisor for Review. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. A template for the USEPA QAPP is available from the Grant Manager. Guidance for preparing a SWAMP QAPP is available at:
http://www.waterboards.ca.gov/water_issues/programs/swamp/qapp/shtml.

2.4.1 Upload a pdf version of the final approved document(s) to the Financial Assistance Application Submittal Tool (FAAST) system.

2.5 Prepare and upload all water quality data obtained through implementation of the MP to the California Environmental Data Exchange Network (CEDEN) or in a comparable format provided by the State Water Board and submit a receipt of successful data submission to CEDEN or the State Water Board, to the Grant Manager and Technical Advisor. Guidance for submitting data, including required minimum data elements and data formats, is available at <http://www.ceden.org> or a Regional Data Center (RDC) (Moss Landing Marine Lab, San Francisco Estuary Institute, Southern California Coastal Water Research Project, or Central Valley RDC). Contact information for the RDCs is included in the CEDEN web link.

3. Permitting and Environmental Compliance

3.1 Complete documentation required under the California Environmental Quality Act (CEQA) for the proposed implementation Project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).

3.1.1 Submit the draft CEQA document to the Grant Manager and Technical Advisor for comment, if applicable.

3.1.2 Submit the final CEQA document to the Grant Manager and Technical Advisor.

- 3.1.3 Obtain written environmental clearance from the State Water Board confirming the State Water Board has made its own environmental findings and concurred that implementation/construction may proceed.
 - 3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the useful life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Grant Manager and Technical Advisor for comment.
- 4. Planning, Design, and Engineering
 - 4.1 Prepare a Design Report that includes the results of a utility search, topographic survey, geotechnical investigation, and hydraulic and hydrologic analyses to support the design plans and specifications, and submit to the Grant Manager and Technical Advisor.
 - 4.2 Prepare the thirty percent (30%) design plans and specifications and submit to the Grant Manager for approval and Technical Advisor. The Project shall capture, treat, or infiltrate storm water collected from multiple communities through an existing storm drain with a minimum catchment area of one thousand, six hundred (1,600) acres. The Project shall be designed to manage dry weather flow and a 0.083-inch rainfall event (first flush) using the following approaches:
 - 4.2.1 Install a diversion structure that has a capacity to divert a minimum of sixty-seven (67) cubic feet per second of storm water.
 - 4.2.2 Install a storage and infiltration system that has a minimum storm water storage capacity of ten (10) acre feet.
 - 4.3 Complete the one hundred percent (100%) design plans and specifications and prepare a summary identifying any changes from the thirty percent (30%) design plans and specifications. Submit the one hundred percent (100%) design plans and specifications and summary of changes for the Project to the Grant Manager for approval and Technical Advisor for review.
 - 4.4 Complete the bid documents in accordance with the approved design plans, after receiving all required approvals, and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Grant Manager and Technical Advisor.
- 5. Construction and Implementation
 - 5.1 Award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Grant Manager and Technical Advisor.
 - 5.2 Construct the Project in accordance with the approved design plans and specifications in Item 4.3 after obtaining environmental clearance in Item 3.1.3 and the necessary approvals, entitlements, or permits in Item 3.2.
 - 5.3 Submit any proposed changes that arise during construction that may affect the Project's benefits listed in Item 4.2, schedule, or costs to the Grant Manager for approval and Technical Advisor for review.

- 5.4 Submit as-built drawings and a summary of changes from the approved design plans and specifications that occurred during construction to the Grant Manager and Technical Advisor.
- 5.5 Prepare an Operations and Maintenance Plan that addresses operation and maintenance of the Project for its useful life and submit to the Grant Manager for approval and Technical Advisor for review.
- 6. Education and Outreach
 - 6.1 Conduct a minimum of one (1) workshop to solicit comments on the thirty percent (30%) design plans and specifications in Item 4.2. Invite nearby residents and potential stakeholder organizations. Submit a list of invitees, copies of meeting materials, sign-in sheets, and a summary of the topics discussed to the Grant Manager and Technical Advisor.
 - 6.2 Design a minimum of one (1) educational sign to inform the public of the purpose, functionality, and benefits of the Project and permanently install the sign near the Project site. Submit photo documentation to the Grant Manager and Technical Advisor.
 - 6.3 Develop a minimum of one webpage that describes the Project's background, purpose, progress, and results. Submit the weblink to the Grant Manager and Technical Advisor.

A-4. Disclosure and Signage

- (a) The Recipient shall place a sign at least four (4) feet tall by eight (8) feet wide made of 3/4-inch-thick exterior grade plywood or other approved material in a prominent location on the construction site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board."

The sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

- (b) The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board using funds from Proposition 1. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A-5. Reporting

- (a) Progress Reports. The Recipient shall submit quarterly progress reports, using a format provided by the Grant Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Grant Manager and Technical Advisor. Progress Reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.
- (b) As Needed Information or Reports. The Recipient agrees to submit expeditiously, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.
- (c) Final Reports. At the conclusion of the Project, the Recipient must submit the following to the Grant Manager and Technical Advisor:
 - (1) Draft Final Project Report. Prepare and submit to the Grant Manager and Technical Advisor, for review and comment, a draft Final Project Report in a format provided by the Grant Manager.
 - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the FFAST system.
 - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Grant Manager, and include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FFAST system.
 - (4) Final Project Inspection and Certification. Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Grant Manager and Technical Advisor.

A-6. Submittal Schedule

Failure to provide items by the due dates indicated in the Submittal Schedule below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this Submittal Schedule may be adjusted as necessary during the Disbursement Period with Grant Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Disbursement Request submitted prior to the Final Disbursement Request Date set forth in Exhibit B.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A-3 PROJECT-SPECIFIC SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		As scheduled and noticed
1.3	Detailed Project Schedule	Quarterly	
1.4	Periodic and Final Site Visits		As requested
1.5	Photo Monitoring		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.1	GPS Information and Monitoring Location(s)	90 Days After Execution	
2.2	Monitoring and Reporting Plan		120 Days After Execution
2.2.1	Project Assessment and Evaluation Plan		60 Days After Execution
2.2.2	Monitoring Plan		120 Days After Execution
2.4	Quality Assurance Project Plan (QAPP)		120 Days After Execution
2.5	Water Quality Data Upload to CEDEN	Before Final Report	
3.	Permitting and Environmental Compliance		
3.1.1	Draft CEQA document	May 31, 2019	
3.1.2	Final CEQA document		September 2019
3.2	Agency Approvals, Entitlements, or Permits		September 2019
4.	Planning, Design, and Engineering		
4.1	Design Report		February 2019
4.2	30% Design Plans and Specifications	May 31, 2019	
4.3	100% Design Plans and Specifications		October 2019
4.4	Advertised Bid Documents and Bid Summary		December 2019

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
5.	Construction and Implementation		
5.1	Notice(s) to Proceed	March 31, 2020	
5.3	Proposed Changes During Construction		As needed
5.4	As-built Drawings and Summary of Changes	November 30, 2020	
5.5	Operations and Maintenance Plan		December 2020
6.	Education and Outreach		
6.1	List of Invitees, Meeting Materials, Sign-In Sheets, and Summary of Topics		June 2019
6.2	Photo Documentation of Signage		October 2020
6.3	Web Link		December 2020
EXHIBIT A-5 REPORTING			
(a)	Progress Reports	Quarterly	
(b)	As Needed Information or Reports		As Needed
(c)	Final Reports		
(c)(1)	Draft Final Project Report	January 31, 2021	
(c)(2)	Final Project Report	February 28, 2021	
(c)(3)	Final Project Summary	February 28, 2021	
(c)(4)	Final Project Inspection and Certification	Before Work Completion Date	
EXHIBIT B FUNDING PROVISIONS			
4 (b)	Final Disbursement Request	April 30, 2021	
9 (b)(4)	Disbursement Requests	Quarterly	

EXHIBIT B – FUNDING PROVISIONS

B-1. Project Funding

Subject to the terms of this Agreement, the State Water Board agrees to provide Grant Funds in the amount of up to NINE MILLION, NINE HUNDRED FOUR THOUSAND, EIGHT HUNDRED FORTY-TWO DOLLARS (\$9,904,842).

B-2. Match Funds

- (a) The Recipient agrees to provide Match Funds in the amount of ONE MILLION, ONE HUNDRED THOUSAND, FIVE HUNDRED THIRTY-EIGHT DOLLARS (\$1,100,538).
- (b) This Match Funds amount is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Funds changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Grant Manager and may require an amendment to this Agreement.
- (c) Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Funds.
- (d) Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Funds.
- (e) If, at Work Completion, the Recipient has provided Match Funds in an amount that is less than the Match Funds amount set forth above, the State Water Board may proportionately reduce the Grant Funds amount and/or the Recipient's Match Funds amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

B-3. Estimated Reasonable Total Project Cost

The estimated reasonable cost of the total Project is ELEVEN MILLION, FIVE THOUSAND, THREE HUNDRED EIGHTY DOLLARS (\$11,005,380).

B-4. Funding Dates

- (a) The Eligible Start Date is DECEMBER 1, 2017. Otherwise eligible costs incurred prior to this date will not be reimbursed.
- (b) The Final Disbursement Request Date is APRIL 30, 2021. The Deputy Director of the Division may extend this date for good cause. Extensions may require an amendment to this Agreement. All Disbursement Requests must be submitted to the Division such that they are received prior to this date. Late Disbursement Requests will not be honored, and remaining amounts will be deobligated.

B-5. Funding Conditions and Exclusions

The State Water Board's disbursement of Grant Funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

Grant Funds may not be used for any Indirect Costs. Any Disbursement Request submitted including Indirect Costs will cause that Disbursement Request, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Recipient and any subcontract or sub-

agreement for work on the Project that will be reimbursed with Grant Funds pursuant to this Agreement. (Gov. Code, § 16727.)

B-6. Budget Summary

LINE ITEM	GRANT FUNDS	MATCH FUNDS*	TOTAL PROJECT COSTS
Direct Project Administration	\$ 272,700	\$ 30,300	\$ 303,000
Planning/Design/Engineering/Environmental	\$ 1,631,430	\$ 181,270	\$ 1,812,700
Construction/Implementation	\$ 7,854,606	\$ 872,734	\$ 8,727,340
Monitoring/Performance	\$ 125,352	\$ 13,928	\$ 139,280
Education/Outreach	\$ 20,754	\$ 2,306	\$ 23,060
TOTAL	\$ 9,904,842	\$ 1,100,538	\$ 11,005,380

*Match reduced. Project benefits a DAC.

B-7. Budget Flexibility

- (a) Subject to the prior review and approval of the Grant Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Grant Funds, including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Grant Manager. Such adjustment may not increase or decrease the total grant amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

B-8. Amounts Payable by the Recipient

The Recipient agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Grant Funds are not sufficient to pay the Project Costs in full, the Recipient shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Grant Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B-9. Disbursement of Grant Funds; Availability of Grant Funds

- (a) The State Water Board's obligation to disburse Grant Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the State government to appropriate funds necessary for disbursement of Grant Funds, the State Water Board shall not be

obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an amendment to the Recipient to reflect the reduced amount.

- (b) Except as may be otherwise provided in this Agreement, disbursement of Grant Funds will be made as follows:
- (1) Upon execution and delivery of this Agreement, the Recipient may submit a Disbursement Request for eligible Project Costs as well as to support Match Funds as specified in this Exhibit from the Project Costs through submission to the State Water Board using the Disbursement Request form provided by the Grant Manager.
 - (2) Disbursement Requests shall contain the following information:
 - a. The date of the request;
 - b. The time period covered by the request, i.e., the term "from" and "to";
 - c. The total amount requested;
 - d. Documentation of Match Funds used;
 - e. Original signature and date (in ink) of Recipient's Project Director or his/her designee; and
 - f. The Final Disbursement Request shall be clearly marked "FINAL DISBURSEMENT REQUEST" and shall be submitted NO LATER THAN APRIL 30, 2021.
 - (3) Disbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Disbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Grant Manager as set forth in the Party Contacts section of this Agreement. Requests for disbursement submitted in any other format than the one provided by the State Water Board will cause a Disbursement Request to be disputed. In the event of such a dispute, the Grant Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Disbursement Request submitted. The Grant Manager has the responsibility for approving Disbursement Requests. Project Costs incurred prior to the Eligible Start Date of this Agreement will not be reimbursed.
 - (4) Grant Funds must be requested quarterly via Disbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the disbursement is being requested. Each Disbursement Request must be accompanied by a Progress Report. Failure to provide timely Disbursement Requests may result in such requests not being honored.
 - (5) The Recipient agrees that it will not submit any Disbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the

Recipient; although, the actual payment of such costs by the Recipient is not required as a condition of the Disbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Disbursement Request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Grant Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Disbursement Request.

- (6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (7) The Recipient shall use Grant Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Grant Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Grant Funds to contractors or vendors within thirty (30) days from receipt of the Grant Funds, the Recipient shall immediately return such Grant Funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of Grant Funds to the State Water Board. If the Recipient held such Grant Funds in interest-bearing accounts, any interest earned on the Grant Funds shall also be due to the State Water Board.
- (8) The Recipient shall submit its final Disbursement Request no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (9) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (10) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Grant Funds.
- (12) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Recipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
- (13) The Recipient must include any other documents or requests required or allowed under this Agreement.

B-10. Withholding of Disbursements and Material Violations

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Grant Funds until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(b) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:

- (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
- (2) The Recipient fails to maintain reasonable progress toward Project Completion.

B-11. Remaining Balance

In the event the Recipient does not request all of the Grant Funds encumbered under this Agreement, any remaining Grant Funds revert to the State.

B-12. Fraud and Misuse of Public Funds

All Disbursement Requests submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Recipient shall not submit any Disbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of Grant Funds and/or termination of this Agreement requiring the repayment of all Grant Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

EXHIBIT C – STANDARD TERMS AND CONDITIONS

C-1. Accounting and Auditing Standards

The Recipient shall maintain GAAP-compliant Project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

C-2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

C-3. Assignability

This Agreement is not assignable by the Recipient, either in whole or in part.

C-4. Audit

- (a) The Division, at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of state or federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.
- (b) Audit disallowances will be returned to the State Water Board. Failure to comply with audit disallowance provisions shall disqualify the Recipient from participating in State Water Board funding programs.

C-5. Bonding

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C-6. Continuous Use of Project; Lease or Disposal of Project

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition requiring repayment of all Grant Funds or any portion of all remaining Grant Funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

C-7. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C-8. Competitive Bidding

The Recipient shall adhere to any applicable state or local ordinance for competitive bidding and applicable labor laws.

If the Recipient is a private entity, any construction contracts related in any way to the Project shall be let by competitive bid procedures that ensure award of such contracts to the lowest responsible bidders. The Recipient shall not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. The Recipient must provide a full explanation if the Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

C-9. Compliance with Law, Regulations, etc.

The Recipient agrees that it will, at all times, comply with and require its contractor and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Guidelines; and
- (c) Comply with and require compliance with the list of state laws (cross-cutters) in Section C-32 of this Agreement.

C-10. Conflict of Interest

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C-11. Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, including bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Grant Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C-12. Disputes

- (a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State

Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) The Recipient shall continue with the responsibilities under this Agreement during any dispute.

C-13. Financial Management System and Standards

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal or state government and tracking of Project Costs to a level of expenditure adequate to establish that such Grant Funds have not been used in violation of federal or state laws or the terms of this Agreement.

C-14. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C-15. Income Restrictions

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to Project Costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C-16. Indemnification and State Reviews

The parties agree that review or approval of Project documents by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and its officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the

transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's obligation hereunder.

C-17. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C-18. Integration

This Agreement is the complete and final Agreement between the parties.

C-19. Non-Discrimination Clause

- (a) During the performance of this Agreement, the Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (b) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C-20. No Third Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C-21. Operation and Maintenance; Insurance

The Recipient agrees to sufficiently and properly staff, operate, and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by the maintenance of a self-

insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Project shall be free and clear of all claims and liens.

C-22. Other Assistance

If funding for Project Costs is made available to the Recipient from sources other than this Agreement and approved match sources, the Recipient shall immediately notify the Grant Manager.

C-23. Permits; Contracting; Disqualification

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. The Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction starts.

For any work related to this Agreement, the Recipient shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml. The Recipient shall not contract with any party who is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

C-24. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

C-25. Prevailing Wages

The Recipient agrees to be bound by all applicable provisions of the State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

C-26. Professionals

The Recipient agrees that only professionals with valid licenses in the State of California will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architecture, or geologic sciences shall be prepared

by or under the direction of persons registered to practice in California. All technical reports must contain the statement of the qualifications of the responsible registered professional(s). Technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C-27. Public Funding

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C-28. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C-29. Records

Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient agrees to:

- (a) Establish an official file for the Project which shall adequately document all significant actions relative to the Project.
- (b) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement.
- (c) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement.
- (d) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs. Indirect Costs are not eligible for funding under this Agreement.
- (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- (f) If a Force Account is used by the Recipient for the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Force Account costs are not eligible for funding. This prohibition applies to the Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed with Grant Funds pursuant to this Agreement. (Gov. Code, § 16727.)
- (g) Maintain separate books, records, and other material relative to the Project.
- (h) Retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this Project for a minimum of thirty-six (36) years after Work Completion. The Recipient shall require that such books, records, and other material be subject at all

reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

C-30. Related Litigation

The Recipient is prohibited from using Grant Funds or Match Funds to pay costs associated with any litigation the Recipient pursues. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all Grant Funds plus interest to the State Water Board.

C-31. Rights in Data

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C-32. State Cross-Cutter Compliance

The Recipient represents and certifies that, to the extent applicable, it is in compliance with the following conditions precedent and agrees that it will continue to maintain compliance during the term of this Agreement:

- (a) Agricultural Water Management Plan Consistency. A Recipient that is an agricultural water supplier as defined by section 10608.12 of the Water Code must comply with the Agricultural Water Management Planning Act. (Wat. Code, § 10800 et seq.)
- (b) California Environmental Quality Act (CEQA). Implementation and construction activities must comply with CEQA. Upon receipt and review of the Recipient's CEQA documents, the State Water Board shall make its own environmental findings before determining whether to provide any construction funding under this Agreement. Providing environmental clearance and construction funding is discretionary. In the event that the State Water Board does not provide environmental clearance, no construction funding will be provided under this Agreement, all construction funds will be disencumbered, and this Agreement may be terminated. The State Water Board may require changes in the scope or additional mitigation as a condition to providing construction funding under this Agreement. The Recipient shall be prohibited from performing any construction activities prior to environmental clearance by the State Water Board, and the undertaking of any such construction activity will be considered a material breach of this Agreement.

(c) Charter City Project Labor Requirements. (Labor Code, § 1782 and Pub. Contract Code, § 2503.)

(1) Prevailing Wage

Where the Recipient is a charter city or a joint powers authority that includes a charter city, the Recipient certifies that no charter provision nor ordinance authorizes a construction project contractor not to comply with the Labor Code's prevailing wage rate requirements, nor, within the prior two years (starting from January 1, 2015, or after) has the city awarded a public works contract without requiring the contractor to comply with such wage rate requirements according to Labor Code section 1782. Being included on the "List of Charter Cities that are in Compliance With Senate Bills 7, 829, 922" prepared by the Department of Industrial Relations will satisfy this requirement.

(2) Labor Agreements

Where the Recipient is a charter city or a joint powers authority that includes a charter city, the Recipient certifies that no charter provision, initiative, or ordinance limits or constrains the city's authority or discretion to adopt, require, or utilize project labor agreements that include all the taxpayer protection antidiscrimination provisions of Public Contract Code section 2500 in construction projects, and that the Recipient is accordingly eligible for state funding or financial assistance pursuant to Public Contract Code section 2503. Being included on the "List of Charter Cities that are in Compliance With Senate Bills 7, 829, 922" prepared by the Department of Industrial Relations will satisfy this requirement.

(d) Contractor and Subcontractor Requirements. (Labor Code, §§ 1725.5 and 1771.1.) To bid for public works contracts, the Recipient acknowledges that the Recipient and the Recipient's subcontractors must register with the Department of Industrial Relations.

(e) Delta Plan Consistency Findings. (Wat. Code, § 85225 and Cal. Code of Regulations, title 23, § 5002.) If the Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, the Recipient will submit a certification of project consistency with the Delta Plan to the Delta Stewardship Council prior to undertaking the implementation/construction project associated with this Project.

(f) Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Grant Funds and Match Funds shall not be used to acquire land via eminent domain.

(g) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).

(h) State Water Board's Drought Emergency Water Conservation regulations. (Cal. Code of Regulations, Title 23, article 22.5.) The Recipient will include a discussion of its implementation in Progress Reports submitted pursuant to this Agreement.

(i) SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. The Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.

- (j) Urban Water Demand Management. (Wat. Code, § 10631.5.) If the Recipient is an “urban water supplier” as defined by Water Code section 10617, the Recipient certifies that it is implementing water demand management measures approved by the Department of Water Resources.
- (k) Urban Water Management Planning Act. (Wat. Code, § 10610 et seq.) If the Recipient is an “urban water supplier” as defined by Water Code section 10617, the Recipient certifies that it has submitted an Urban Water Management Plan that has been deemed complete by the Department of Water Resources and is in compliance with that plan. This shall constitute a condition precedent to this Agreement.
- (l) Urban Water Supplier. (Wat. Code, §§ 526 and 527.) If the Recipient is an urban water supplier as defined by Water Code section 10617, it shall have complied and maintain compliance with sections 526 and 527 of the Water Code relating to installation of meters and volumetric charging.
- (m) Water Diverter. (Wat. Code, § 5103.) If the Recipient is a water diverter, the Recipient must maintain compliance by submitting monthly diversion reports to the Division of Water Rights of the State Water Board.
- (n) Water Quality Compliance. (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- (o) Water Quality Monitoring. (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- (p) Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

C-33. State Water Board Action; Costs and Attorney Fees

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C-34. Termination; Immediate Repayment; Interest

- (a) This Agreement may be terminated at any time prior to the Work Completion Date set forth on the cover and in Exhibit A, at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Grant Funds disbursed hereunder, accrued interest, penalty assessments, and additional payments. In the event of termination, interest shall accrue

on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all monies due have been received by the State Water Board.

C-35. Timeliness

Time is of the essence in this Agreement

C-36. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C-37. Useful Life of Project

For the purpose of this Agreement, the minimum useful life of any constructed portions of this Project begins upon completion of construction and continues until twenty (20) years thereafter.

C-38. Venue

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C-39. Waiver and Rights of the State Water Board

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

EXHIBIT B
COST ALLOCATION

REVISED EXHIBIT B
Prop 1 - Cost Allocation Spreadsheet

Cost Share Allocation for 50% of Design and Construction							Year One			Year Two			Year Three		
	Cost Share Percentage Allocation	Pro-rata Share of 50%	1/7 Equal Cost Share	Sub-Total	3% GWMA Admin Fee	TOTAL DUE	Allocated Costs for Year One	3% GWMA Admin Fee	Total Due	Allocated Costs for Year Two	3% GWMA Admin Fee	Total Due	Allocated Costs for Year Three	3% GWMA Admin Fee	Total Due
Bell	11.90%	\$65,482.01	\$78,609.86	\$144,091.87	\$4,322.76	\$148,414.62	\$48,030.62	\$1,440.92	\$49,471.54	\$48,030.62	\$1,440.92	\$49,471.54	\$48,030.62	\$1,440.92	\$49,471.54
Bell Gardens	11.22%	\$61,740.18	\$78,609.86	\$140,350.04	\$4,210.50	\$144,560.54	\$46,783.35	\$1,403.50	\$48,186.85	\$46,783.35	\$1,403.50	\$48,186.85	\$46,783.35	\$1,403.50	\$48,186.85
Commerce	29.61%	\$162,934.65	\$78,609.86	\$241,544.51	\$7,246.34	\$248,790.84	\$241,544.51	\$7,246.34	\$248,790.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cudahy	5.05%	\$27,788.58	\$78,609.86	\$106,398.44	\$3,191.95	\$109,590.39	\$106,398.44	\$3,191.95	\$109,590.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Huntington Park	13.65%	\$75,111.72	\$78,609.86	\$153,721.58	\$4,611.65	\$158,333.22	\$51,240.53	\$1,537.22	\$52,777.74	\$51,240.53	\$1,537.22	\$52,777.74	\$51,240.53	\$1,537.22	\$52,777.74
Maywood	5.32%	\$29,274.31	\$78,609.86	\$107,884.17	\$3,236.53	\$111,120.69	\$35,961.39	\$1,078.84	\$37,040.23	\$35,961.39	\$1,078.84	\$37,040.23	\$35,961.39	\$1,078.84	\$37,040.23
Vernon	23.25%	\$127,937.54	\$78,609.86	\$206,547.40	\$6,196.42	\$212,743.82	\$106,796.11	\$3,203.89	\$110,000.00	\$49,875.65	\$1,496.26	\$51,371.91	\$49,875.65	\$1,496.26	\$51,371.91
	100.00%								\$0.00			\$0.00			\$0.00
									\$0.00			\$0.00			\$0.00
TOTALS:		\$550,269.00	\$550,269.00	\$1,100,538.00	\$33,016.14	\$1,133,554.14			\$655,857.60			\$238,848.27			\$238,848.27

Total Cost Share	\$1,100,538.00
3% GWMA Admin	\$33,016.14
Total	\$1,133,554.14

ATTACHMENT “B”

FEASIBILITY STUDY FOR THE LOS ANGELES RIVER UPPER REACH 2 WATERSHED MANAGEMENT PROGRAM

#0000000000

February 7, 2017

PRESENTED TO

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APPENDICES

- Appendix A: John Anson Ford Park Feasibility Study
- Appendix B: Los Angeles Department of Public Works Transmission Easement Feasibility Study
- Appendix C: Rosewood Park Feasibility Study
- Appendix D: Salt Lake Park Feasibility Study
- Appendix E: Lugo Park Feasibility Study

ACRONYMS/ABBREVIATIONS

Acronyms/Abbreviations	Definition
BMP	Best Management Practice
LACFCD	Los Angeles County Flood Control District
LASAN	Los Angeles Sanitation Bureau
Los Angeles Regional Board	California Regional Water Quality Control Board, Los Angeles Region
MS4	Multiple Separate Storm Sewer System
MS4 Permit	Los Angeles Regional Board Order R4-2012-0175, <i>Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those Discharges Originating from the City of Long Beach MS4</i>
NOI	Notice of Intent
SCAQMD	South Coast Air Quality Management District
SUSMP	Standard Urban Stormwater Mitigation Plan
SUSTAIN	System for Urban Stormwater Treatment and Analysis Integration
SWPPP	Storm Water Pollution Prevention Plan
TMDL	Total Maximum Daily Load
WMMS	LACFCD's Watershed Management Modeling System
WMP	Watershed Management Program
WMP RAA	Watershed Management Program Reasonable Assurance Analysis
WY	Water Year

EXECUTIVE SUMMARY

Project Overview

This Feasibility Study Report was developed to evaluate the Gateway Water Management Authority's six (6) regional projects identified in the Los Angeles River Upper Reach 2 Watershed Management Area (LAR UR2 WMA) Watershed Management Program (WMP) Plan. In order to address the water quality limits as set forth in the WMP, the objective of the Feasibility Study was to evaluate the development of stormwater capture and subsurface infiltration projects proposed at:

1. John Anson Ford Park, Bell Gardens
2. Randolph Street Green Rail Trail, Maywood
3. LADWP Transmission Easement, Vernon
4. Rosewood Park, Commerce
5. Lugo Park, Cudahy
6. Salt Lake Park, Huntington Park

The Feasibility Study addresses feasibility with respect to each site's implementation and operations. The implementation components include expected design flows, water quality, potential for infiltration, identification of major components and equipment, and basic site plans. The report will then provide estimates for operations and maintenance needs and costs for each of the six proposed sites, as well as monitoring plans.

Water Quality Context

The LAR UR2 WMA, consisting of the Los Angeles County Flood Control District (LACFCD) and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood and Vernon, is a highly urbanized area within the watershed consisting of a total of 14,216 acres. The LAR UR2 WMA cities lie exclusively within the Los Angeles River Watershed and each agency discharges to Reach 2 of the Los Angeles River. The Cities of Bell Gardens and Commerce also drain southeast to the normally dry, concrete-lined Rio Hondo tributary channel.

The highest priority pollutants addressed by the WMP are metals and bacteria, based on the Los Angeles River Metals and Bacteria TMDLs, established by USEPA. The WMP analysis specifically identified zinc and *E. coli* as the pollutants driving implementation of new pollutant source and watershed control measures. The Feasibility Study evaluates the potential to meet the LAR UR2 WMA's water quality compliance targets through the cumulative performance of the proposed regional BMPs, in addition to the contribution from non-structural, distributed BMPs throughout the watershed, and includes recommendations for the optimal design and configuration of the proposed facilities.

Project Concept Performance

Through a collaborative effort with the GWMA Cities, Tetra Tech developed optimized project concepts focused on maximizing pollutant load reduction based on diversion rates and available project areas. Through the course of the Feasibility Study Report, the optimal project designs for the six regional projects, their associated performance, and costs are detailed. The combined performance of the final proposed BMP configurations meets and exceeds the WMP's pollutant reduction compliance targets, while minimizing BMP footprint sizes.

An Appendix for each individual site provides the details of the project concept for each proposed regional BMP site.

1.0 INTRODUCTION

The Los Angeles River Upper Reach 2 Watershed Management Area (LAR UR2 WMA), consisting of the Los Angeles County Flood Control District (LACFCD) and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood and Vernon, is a highly urbanized area within the watershed consisting of a total of 14,216 acres.

The Gateway Water Management Authority (GWMA) developed and submitted the final version of the LAR UR2 WMA Watershed Management Program Plan (WMP) in June 2015. The LAR UR2 WMA cities lie exclusively within the Los Angeles River Watershed and each agency discharges to Reach 2 of the Los Angeles River, a concrete-lined river channel with year-round base flows comprised primarily of treated wastewater during dry weather. The Cities of Bell Gardens and Commerce also drain southeast to the normally dry concrete-lined Rio Hondo tributary channel.

The highest priority pollutants addressed by the WMP are metals and bacteria, as defined by the Los Angeles River Metals and Bacteria TMDLs, established by USEPA. The WMP analysis specifically identified zinc and E. coli as the pollutants driving implementation of new pollutant source and watershed control measures, including Minimum Control Measures (MCMs), Low Impact Development (LID), LID and Green Street projects, Low Flow Diversions (LFDs), scientific studies, increased inspections and enforcement, and structural Best Management Practices (BMPs).

In order to achieve permit numeric limits by reducing the occurrence of these priority pollutants within the watershed, the LAR UR2 Reasonable Assurance Analysis (RAA) and overarching WMP identified six regional BMP projects, estimated to cost a total of \$210 million, and an additional \$90 million in residential and commercial LID street renovations that may need to be implemented, over the next two decades.

The six (6) projects locations are:

1. John Anson Ford Park, Bell Gardens
2. LADWP Transmission Easement, Vernon
3. Rosewood Park, Commerce
4. Salt Lake Park, Huntington Park
5. Lugo Park, Cudahy
6. Randolph Street Green Rail Trail, Maywood

As the first major step towards implementing these regional BMP projects, the GWMA, conducted a feasibility study of the optimal performance and design of the six structural regional BMP projects, with respect to their contributions towards achieving the water quality targets as set forth in the WMP. The analysis performed of each proposed BMP project demonstrated opportunities for how smart and innovative design can help the LAR UR2 WMA comply with its TMDLs by maximizing their water quality benefits, but also identify the potential for multiple additional benefits, such as water supply. This report outlines the findings of the feasibility studies performed for the six regional BMP sites.

1.1 PROJECT OVERVIEW

The Feasibility Study for the Los Angeles River Upper Reach 2 Watershed Management Program consists of the individual evaluation of the six proposed regional BMPs, with respect to each site's contribution to the GWMA's cumulative pollutant reduction targets. As the performance of the BMP sites are co-dependent, significant optimization was performed in order to maximize runoff capture efficiency based on best opportunities through the watersheds. Each of the six conceptual regional projects selected by the WMP are located within public parks and

easements, in order to avoid land acquisition costs. However, the WMP projected that the costs of these projects will be beyond the budgets of the GWMS Cities, and will require outside funding support to implement.

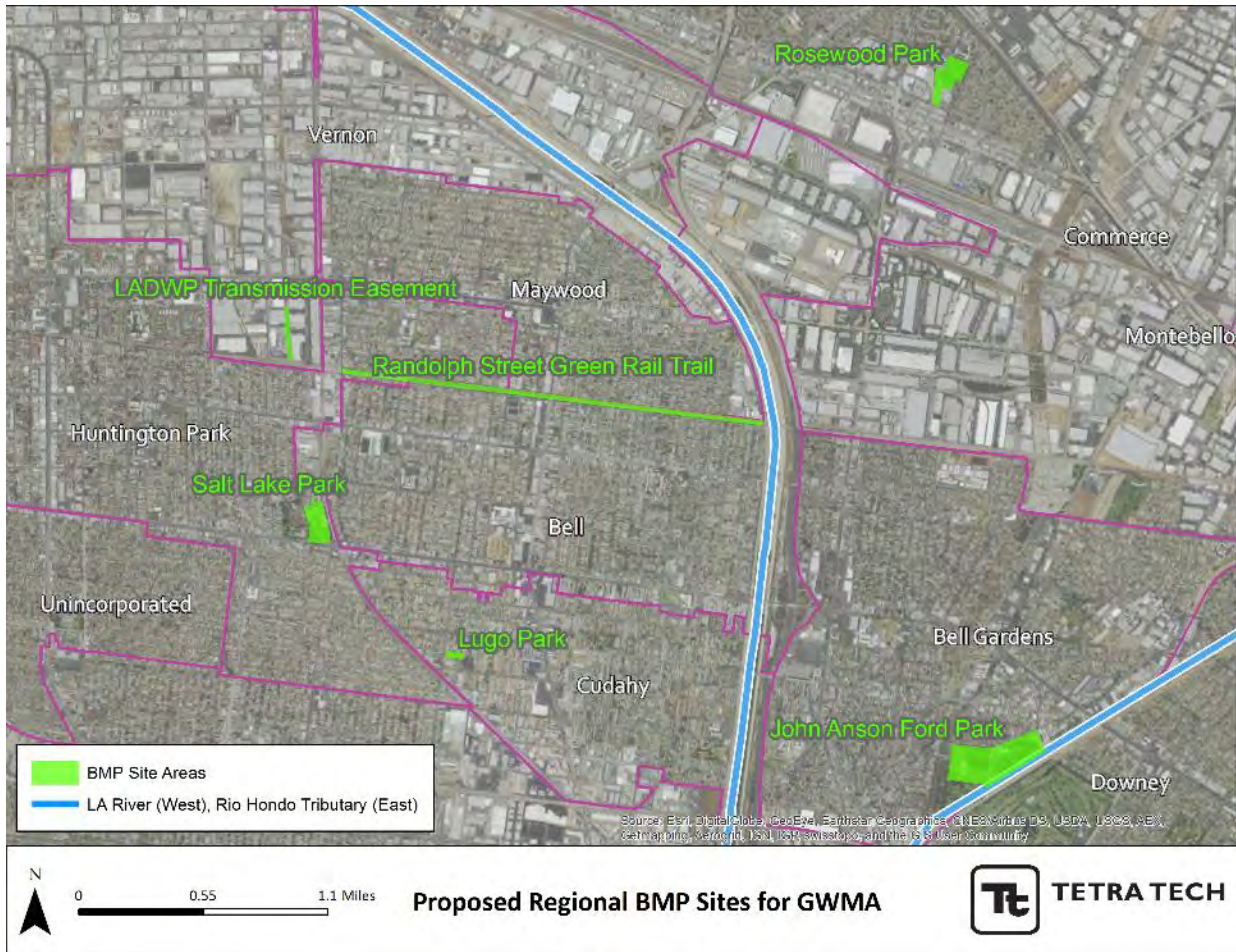


Figure 1-1. Location Map of Regional BMP Project Site Locations

The GWMA Cities must meet compliance targets for the Los Angeles River and Rio Hondo Tributary. Table 1-1 outlines the respective watershed and contributing drainage area to each of the proposed BMP sites.

Table 1-1. BMP Site Drainage Area and Watershed

Site	Drainage Area (acres)	Watershed Area
John Anson Ford Park	2,295	Rio Hondo
LADWP Transmission	979	Los Angeles River
Rosewood Park	1,064	Los Angeles River
Salt Lake Park	1,584	Los Angeles River
Lugo Park	261	Los Angeles River
Randolph Street Green Rail Trail	2,138	Los Angeles River
Total	8,321	

1.2 PROJECT OBJECTIVES

The objective of this project is to assess the feasibility of six structural, regional BMPs in order to address the water quality limits set forth in the LAR UR2 WMA WMP. The objectives of the feasibility study are:

- Evaluate each site for the development of a stormwater capture and potential for subsurface infiltration
- Prepare a project feasibility study that represents 10% design completion level and describes the evaluation of each site with all site investigation, hydrology and water quality analysis, and provide a summary of the process for project implementation, including projected costs, scheduling, and operations & maintenance.
- Support compliance of TMDLs through the combined performance of each proposed facility with targeted reductions of metals and bacteria in conjunction with the methods of the Reasonable Assurance Analysis (RAA) utilized within the LAR UR2 WMA WMP.

The Feasibility Study will lay the groundwork for the individual cities to receive funding to advance the BMP projects to full design, allowing for realization of project compliance targets throughout the GWMA.

1.3 PROJECT METHODOLOGY

During the first step to develop the Feasibility Study for the LAR UR2 WMP, the team reviewed documents, researched existing conditions, performed a site reconnaissance, mapped the project area, and performed analyses of the existing conditions. Hydrologic and hydraulic modelling tools, described below, were then used to determine optimal footprint sizes and diversion rates at each proposed regional BMP site. A schedule for design and construction, as well as a cost estimate, were then prepared for the proposed improvements.

The team's unique technical approach to this project includes numerous methodologies to target the pollutant reduction compliance metrics put forth in the WMP. The team used advanced water quality modeling tools, approved by the Los Angeles Regional Board, to quantify and visualize the dynamics of diverting, treating, storing, and infiltrating stormwater runoff at the proposed BMP sites. Finally, this report quantifies the progress of the watershed management group's effort towards implementing the LAR UR2 WMP and outlines remaining needs for future BMP capacities.

The following concepts are detailed in this Project Concept Design Report and comprise the project methodology:

- Regulatory requirements (2.1 and 2.2)
- Hydrology and hydraulics (3.0)
- Water quality assessment (3.4)
- Geotechnical investigation (3.5)
- BMP design components (4.0)
- Cost estimate (6.1)
- Operation and maintenance (6.1.3)

2.0 LOS ANGELES RIVER UPPER REACH 2 WMP

The LAR UR2 WMP is the primary driver of the project. This section describes the LAR UR2 WMP and the MS4 targets identified. Results of the feasibility studies are compared against the targets identified herein.

2.1 REGULATORY COMPLIANCE BACKGROUND

In November 2012, the Los Angeles Regional Board adopted Order R4-2012-0175, Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those Discharges Originating from the City of Long Beach MS4 (hereafter, the MS4 Permit). In 2015, the MS4 Permit was amended by State Water Board Order WQ 2015-0075. The MS4 Permit requires Permittees to comply with TMDLs for priority pollutants in the region. Through the MS4 Permit, Permittees can develop a WMP to implement permit requirements on a watershed scale through strategic non-structural and structural BMPs. A WMP allows Permittees to address the highest watershed priorities. The GWMA developed, submitted, and received approval for the final version of the LAR UR2 WMA WMP Plan in 2015.

2.2 MS4 TARGETS/WATER QUALITY DRIVERS

Identifying appropriate numeric targets for water quality and quantity parameters is necessary to evaluate and optimize performance of the stormwater facilities. The WMP set forth a plan to achieve pollutant reductions within the LAR UR2 WMA and serves as the implementation plan for the Los Angeles River and Rio Hondo Tributary TMDLs. The WMP is a long-term planning document that takes a comprehensive look at the WMA, including land uses, MS4s, existing and planned control measures, and historical monitoring data.

The WMP describes pollutant loading and target reduction pathways for the cities within the LAR UR2 WMA watershed, and has set compliance targets for the capture of the 90th percentile critical year *E. Coli* loading (2011), and 90% of the critical *day* total zinc loading. The proposed BMP sites drain directly into the Los Angeles River, where *E. Coli* is the limiting pollutant, and the Rio Hondo tributary, where zinc is the limiting pollutant. Limiting pollutant is defined as the pollutant requiring the greatest load reduction to achieve compliance and strategies implemented to achieve the limiting pollutant reductions are inclusive of other pollutant reductions, such as sediment.

Although copper more frequently exceeds water quality criteria throughout the entire watershed, a sufficient portion of the copper load will be addressed through State Bill 346 (i.e., copper reductions will occur through replacement of brake pads and without any implementation of structural control measures). It is anticipated that brake pad replacement would reduce copper loading to the watershed by over 35% on an annual basis. Therefore, *E. Coli* and zinc will become the limiting pollutant in the coming years.

The GWMA's pollutant loading reduction targets, as detailed in the WMP's RAA analysis, are presented for the LA River and Rio Hondo watersheds for Total Zinc in Figure 2-2 and *E. Coli* in Figure 2-1.

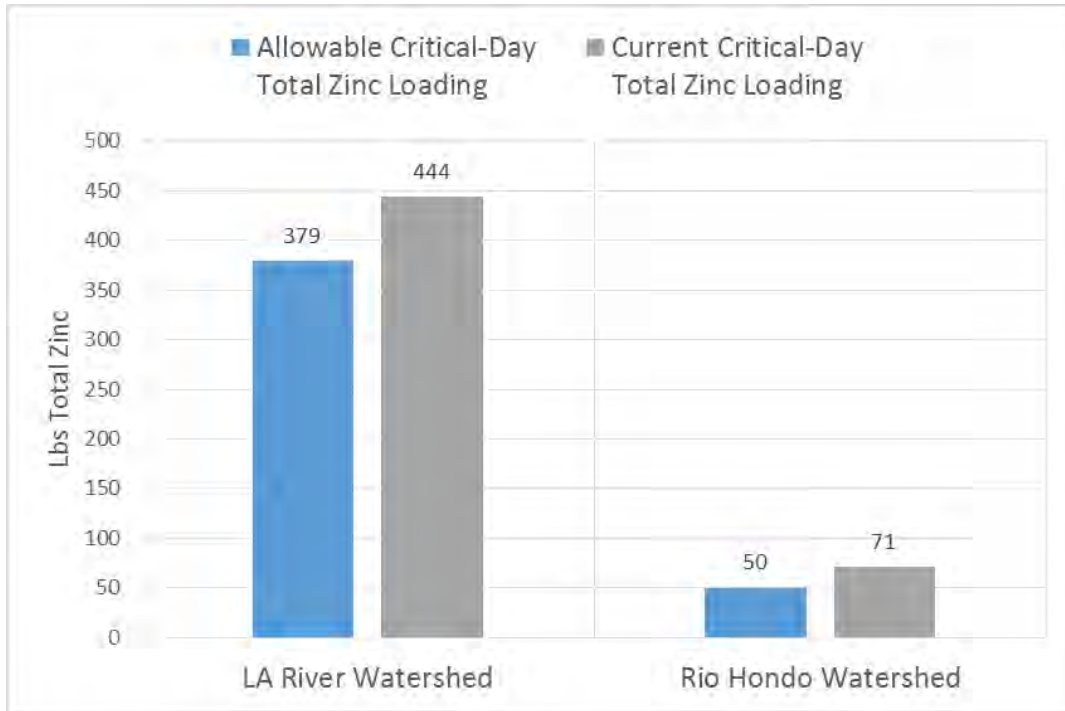


Figure 2-2 Current and Allowable Critical-Day Total Zinc Loading

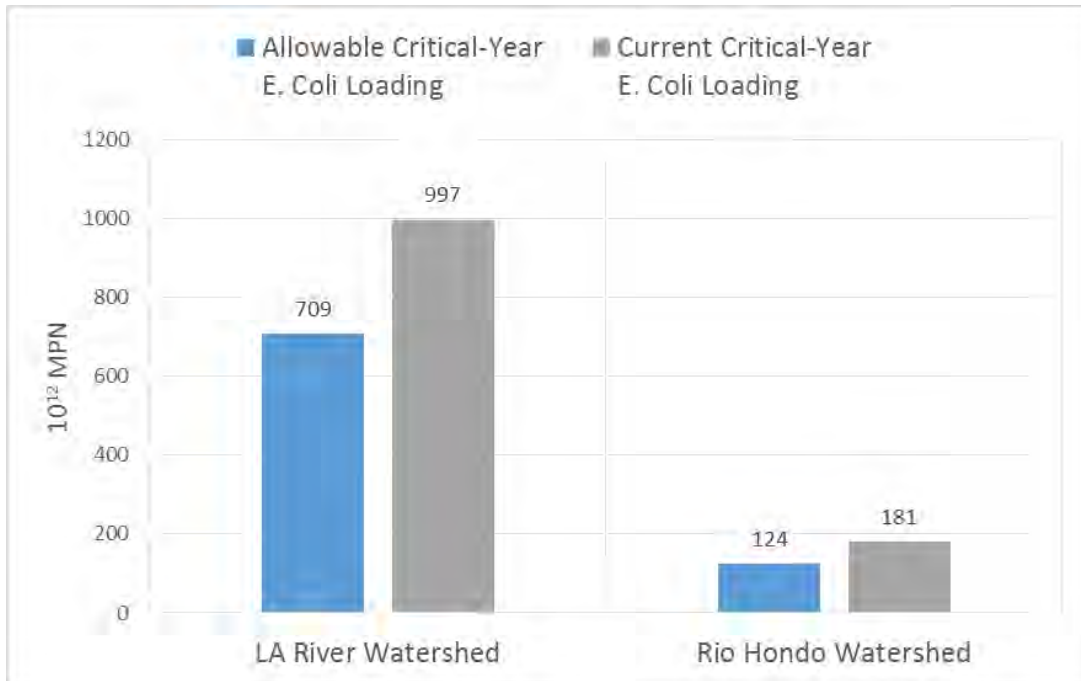


Figure 2-1. Current and Allowable Critical-Year *E. Coli* Loading

3.0 EXISTING SITE CONDITIONS

To achieve the objective of improving the water quality and meeting WMP requirements, a detailed understanding of the current sites and watershed conditions are required. This section outlines the known conditions and analyses performed to establish the baseline against which all reductions are measured.

For this study, the Los Angeles County Watershed Management Modeling System (WMMS) was used within LSPC to simulate contaminant loading, runoff volume, and flow rate associated with long-term, continuous time series (Tetra Tech 2010a) for each of the six proposed regional stormwater facilities. This section outlines the known conditions and analyses performed to establish the baseline against which to measure all reductions.

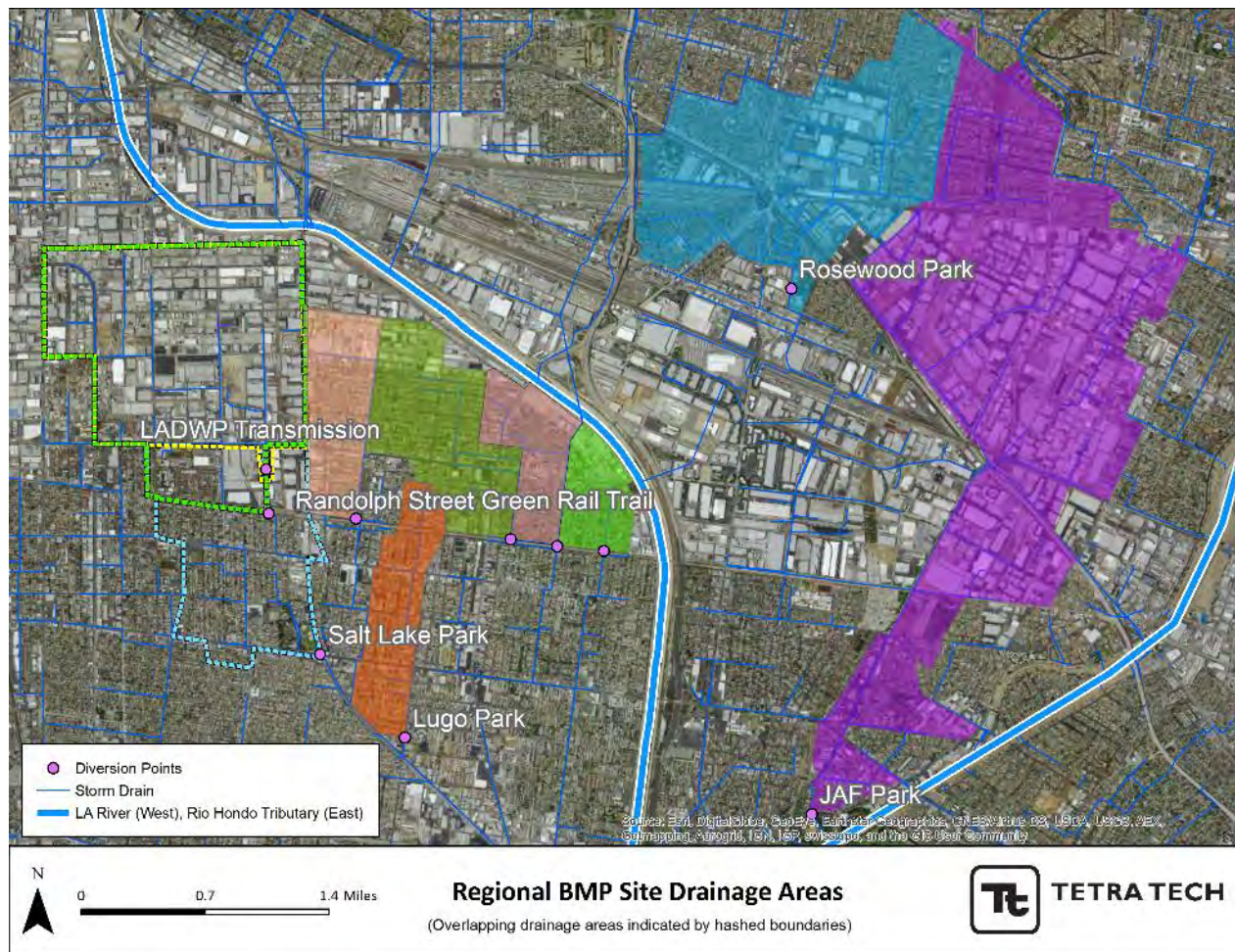
There are three levels of hydrology and hydraulics that were considered for the water quality conditions of the watershed.

1. Individual site
2. Upstream-downstream site interactions
3. Watershed scale

3.1 INDIVIDUAL BMP SITE CONDITIONS

A detailed understanding of the current conditions and drainage area of each individual BMP site is required to achieve cumulative water quality improvement and the meet the specific objectives outlined by the WMP for the LAR UR2 WMA in its entirety. The drainage area of each of the six proposed sites are illustrated in Figure 3-1 below. The sections of the Randolph Street Green Rail Trail (Maywood) are delineated by drainage to individual diversion points. The drainage area of the Salt Lake Park BMP also includes the entirety of the drainage areas to the LADWP Transmission Easement and Vernon section of the Randolph Street BMPs. The implications of this “nested drainage” will be described in Section 3.1.5 below.

The full description and analysis of each individual site is included in its respective Appendix section.



3.1.2 Rosewood Park, City of Commerce

Rosewood Park is located in the City of Commerce, within a 1,095-acre watershed (Figure 3-3) that drains through the upstream storm drain system.

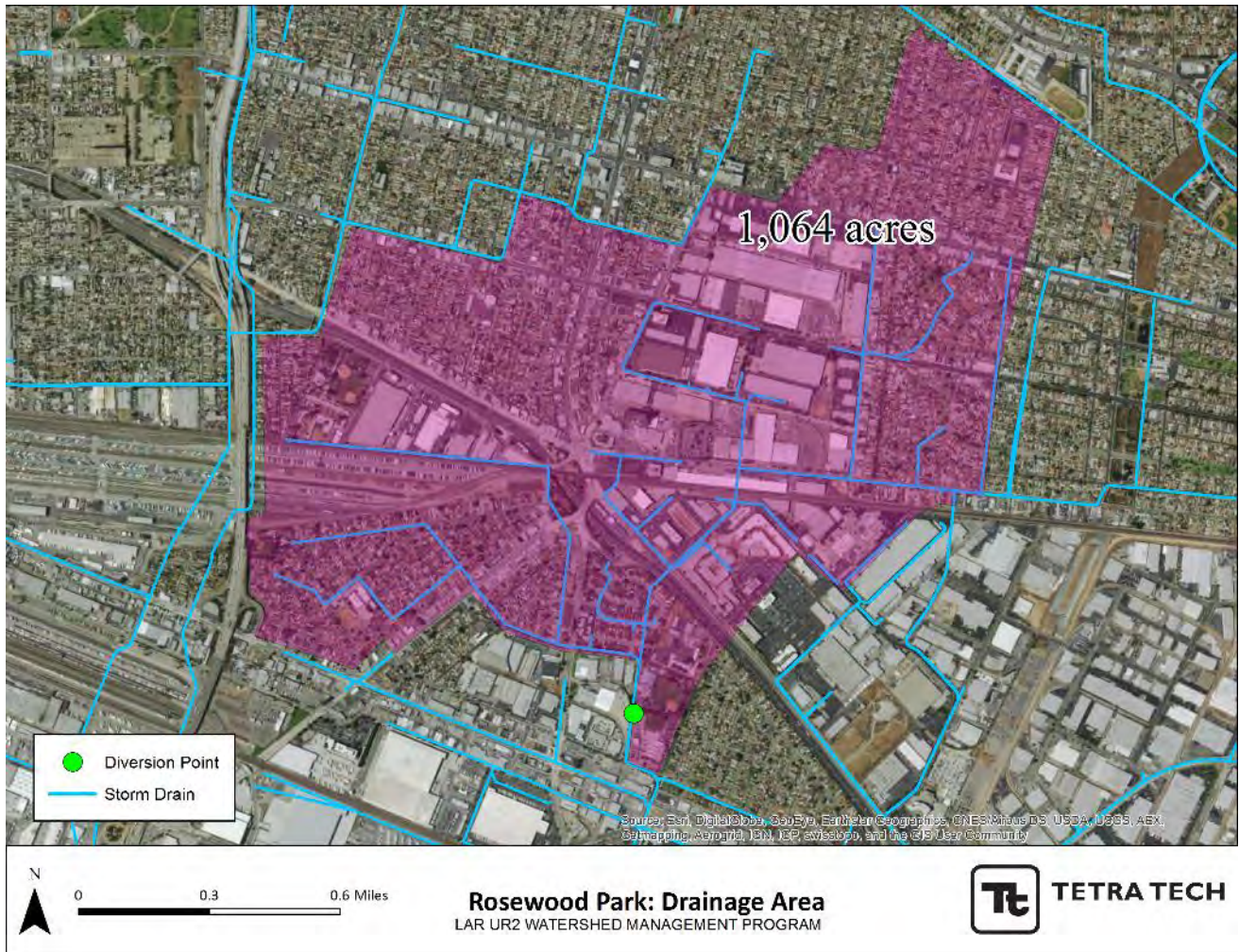


Figure 3-3. Rosewood Ford Park Drainage Area and Location

3.1.3 Lugo Park, Cudahy

Lugo Park is located in the City of Cudahy, within a 261-acre watershed (Figure 3-4) that drains through the upstream storm drain system. In addition to Cudahy, the drainage area includes the GWMA Cities of Bell and Huntington Park.

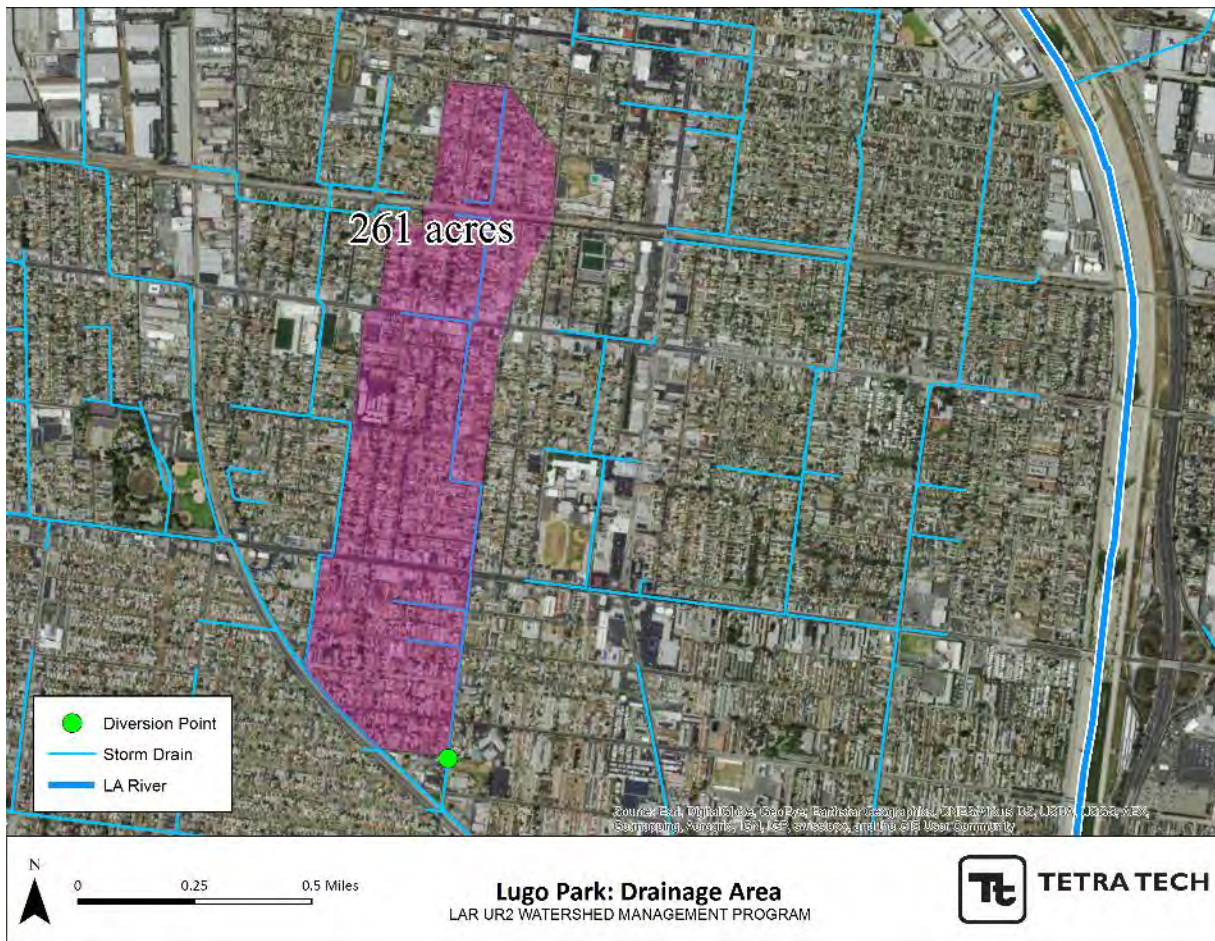


Figure 3-4. Lugo Park Drainage Area and Location

3.1.4 Randolph Street Green Rail Trail, Maywood & Huntington Park

The BMPs proposed along the rail easement on Randolph Street extend through points in the Cities of Maywood and Huntington Park. The BMP drainage areas extent into the City of Vernon. The drainage area in Maywood is included in the nested drainage areas, described below. Due to restrictions to construction access to the railroad easement, this BMP site is omitted from the final BMP configuration for the GMWA. The design analysis in Section 6 indicates that the GWMA can still achieve its pollution compliance targets with the remaining five BMP sites.

3.1.5 Nested BMPs: LADWP Transmission Easement and Salt Lake Park

The drainage areas of the proposed BMPs at the LADWP Transmission Easement in the City of Vernon and at Salt Lake Park in the City of Huntington Park overlap, such that the pollution and volume capture design considerations for the two sites will be interdependent on the respective upstream and downstream BMP's performance. Salt Lake Park is downstream of a 1,584-acre watershed, which drains through the upstream storm drain system (Figure 3-5). The entirety of the LADWP Transmission drainage area is situated within the drainage network upstream of Salt Lake Park (Figure 3-6). The optimized configurations of these two BMP sites is discussed in depth in the following sections.

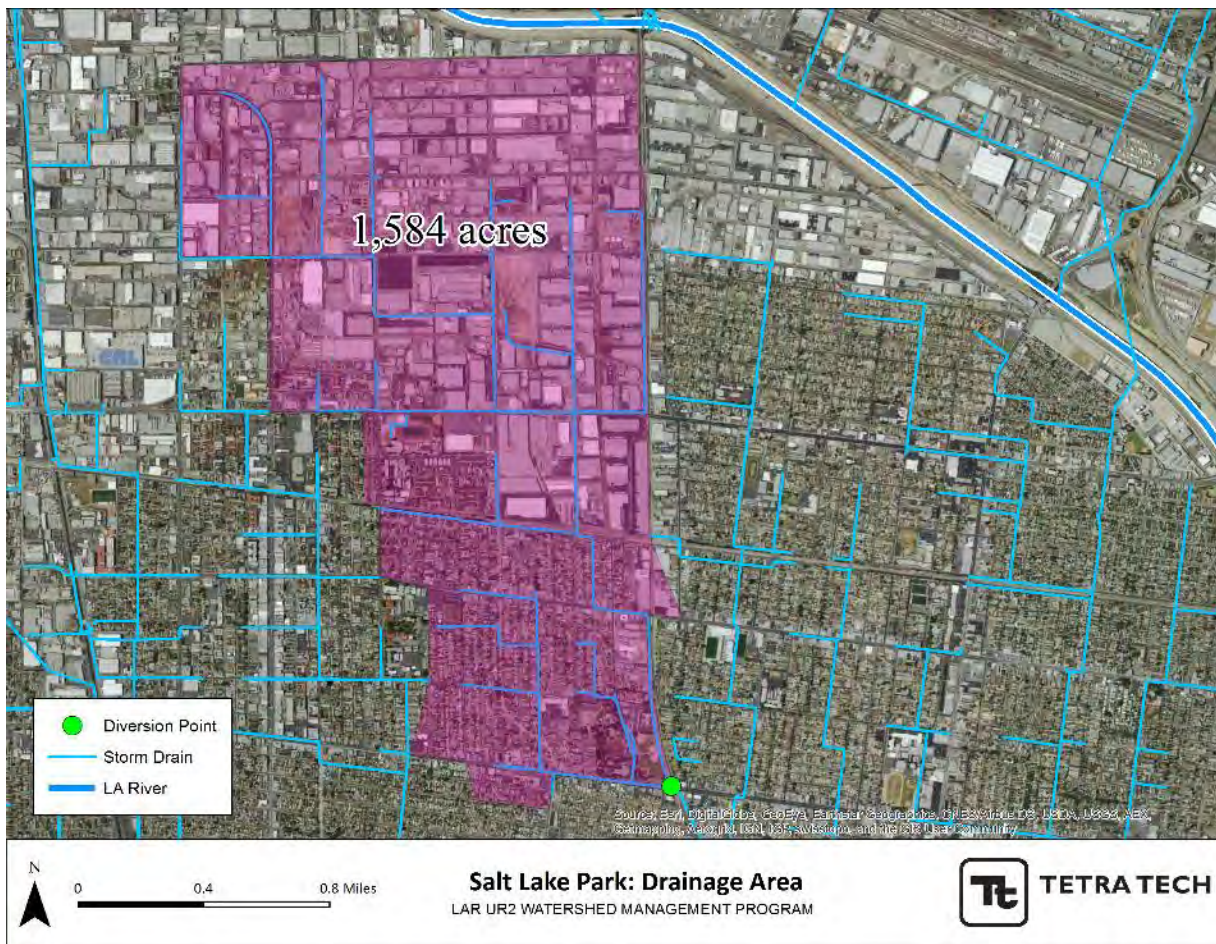


Figure 3-5. Full Salt Lake Park Drainage Area

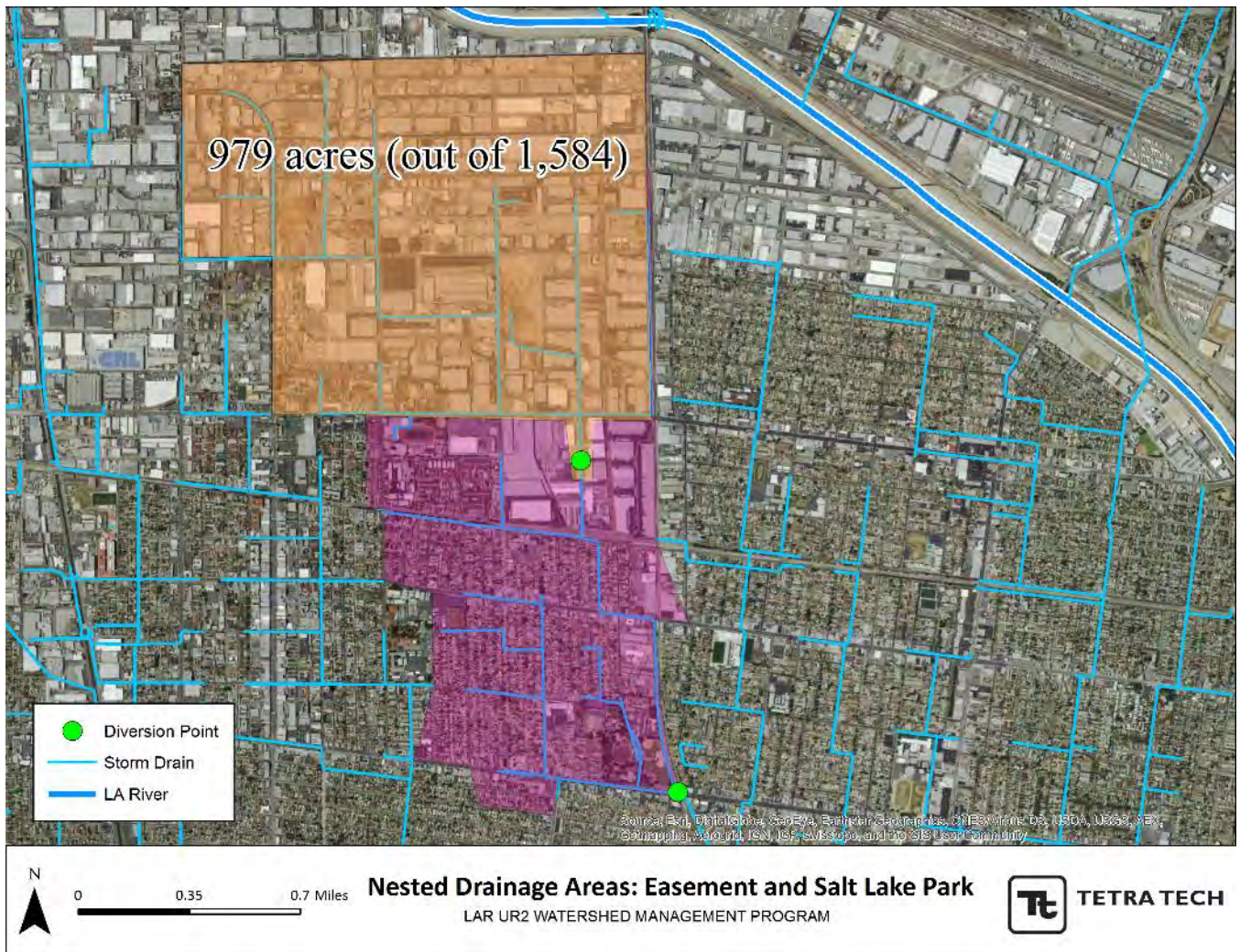


Figure 3-6. LADWP Transmission Easement Drainage Area, Nested within Salt Lake Park Drainage Area

3.2 DRY WEATHER FLOW

Daily dry weather flows have been monitored at the outfall of the storm drain system at John Anson Ford Park at an average of 60 gpm. An investigation of the LSPC runoff timeseries confirms that average dry weather flows at the remaining sites within the WMA range, on average, between 60-100 gpm (0.14 – 0.22 cfs).

3.3 WET WEATHER FLOW

The wet weather flow analysis was conducted for a 10-year continuous simulation (Water Years 2002 – 2012), utilizing runoff data obtained from the calibrated WMMS. The long-term runoff statistics for each proposed BMP site are shown below in Table 5-3. Figure 5-2 illustrates the modeled wet weather runoff for the watershed.

3.4 EXISTING WATER QUALITY

Based on the WMMS pollutant loadings throughout the entire LAR UR2 watershed, the WMP set a critical-year removal target of total *E. Coli* of 28.9% for the sites draining directly to the Los Angeles River and 31.5% for the site (John Anson Ford Park) draining to the Rio Hondo tributary. Likewise, the critical-day zinc reduction to the Los Angeles River must be 14.6%, and a 29.6% reduction to the Rio Hondo, as summarized in Table 3-1.

Table 3-1. Required Pollutant Reduction During RAA 90th Percentile Critical Conditions

Watershed	Critical Day Total Zinc (lb) (Limiting for Rio Hondo)			Critical- Year <i>E. Coli</i> (10 ¹² MPN) (Limiting for LA River)		
	Current Load	Allowed Load	Required Reduction	Current Load	Allowed Load	Required Reduction
LA River	444	379	65	997	709	288
Rio Hondo	71	50	21	181	124	57

The WMP presents a series of projected non-structural and non-modeled BMPs within the LAR UR2 WMA, which will also contribute to the total pollutant reduction achieved throughout the watershed. Reduction of the critical pollutant loadings will thus be achieved by a summation of capture by the proposed regional-structural BMPs, as well as the projected non-structural and non-modeled BMPs. Table 3-2 below indicates the total projected reduction by each category of non-structural non-modeled BMPs, and the remaining minimum reduction required by the proposed regional BMPs to achieved the cumulative pollutant reduction targets.

Table 3-2. Sources of pollutant capture from non-structural & distributed BMPs projected in WMP

Control Measure	Critical Day Total Zinc Reduction (lb)		Critical Year <i>E.Coli</i> Reduction (10 ¹² MPN)	
	LA River	Rio Hondo	LA River	Rio Hondo
Required Reduction	65	21	288	57
Non-MS4 NPDES Parcels	39.1	4.3	32.9	5.8
Other Non-Modelled	22.2	3.6	49.9	9.1
LID/Green Streets	6.2	-	129.6	-
2037 LID Ordinance Based	-	-	25.9	5.2
Minimum Reduction for Regional BMPs	0	13.2	49.7	36.9

3.5 GEOTECHNICAL INVESTIGATIONS

Geotechnical investigations and infiltration testing studies were performed by Tetra Tech at John Anson Ford Park, Lugo Park, Rosewood Park, and Salt Lake Park on July 13th, 2016 and at the Randolph Green Rail Trail and the LA DWP Transmission Easement on October 4th and 5th, 2016 for this Feasibility Study. The study examined subsurface soil and groundwater conditions of the project area through exploratory soil borings and field percolation borings. The purpose of the investigations was to determine the characteristics of the subsurface materials (including infiltration rates, expansive index, and liquefaction potential) below the invert of the proposed infiltration facilities at the sites.

In general, each site consists of sand or silty sand over a layer of silt. Soils at each site were classified as Hydrologic Soil Group (HSG) B. Water table depths were greater than 38 feet with the exception of the eastern side of the Randolph Street Green Rail Trail. A summary of the results of the geotechnical investigations are included in Table 3-3. A summary of the results for each site are in the respective appendices, which also contain each site's full geotechnical investigation report.

Table 3-3. Geotechnical Investigation Results

LOCATION	Date Geotechnical Investigation Performed	HSG	Water Table Depth (ft)	Preliminary Infiltration Result (in/hr)
John Anson Ford Park	7/13/2016	B	> 44	1.7
LADWP Transmission Easement	10/5/2016	B	> 38	4.0
Rosewood Park	7/13/2016	B	> 42	1.0
Salt Lake Park	7/13/2016	B/C	> 38	0.3
Lugo Park	7/13/2016	B	> 50	0.5
Randolph Street Green Rail Trail	10/4/2016	B	20-38	0.9

4.0 BMP DESIGN COMPONENTS

4.1 OPTIMIZATION MODELING

The optimal BMP footprint and diversion rate were determined for each regional BMP site based on the long-term average annual zinc reduction simulated using the EPA System for Urban Stormwater Treatment and Analysis Integration (SUSTAIN) model. The runoff treated by all of the regional BMPs, each assumed to have a 10-foot storage depth, was simulated over a ten-year period (2002-2011), at comprehensive combinations of feasible storm drain diversion rates and BMP sizes. Since the WMA-wide pollutant reduction targets are shared among all of the jurisdictions with a proposed regional BMP, reductions were considered for footprint sizes below the maximum available BMP sizes and diversion rates, so long as the cumulative reduction among all the sites meets the shared target. BMP sites with greater ability to capture larger volumes and pollutant loadings can thus be prioritized.

In the subsequent analyses, zinc was selected as the target for BMP optimization, water quality benefits, and performance of the alternatives within the entire study area, given its precedence as an indicator for BMP performance for reducing a wide range of modelled pollutants. The corresponding required *E. Coli* reduction was verified in tandem with the modelled zinc results, with respect to the load reduction requirements outlined in the previous section.

For the majority of the BMP sites, SUSTAIN output was used to produce a comprehensive table that displays the average annual zinc reduction resulting from every modeled combination of BMP footprint size and diversion rate (Figure 4-1). Using the proposed BMP at Rosewood Park as an example, it can be seen that the estimated maximum zinc reductions are located at the bottom right corner of the table, where the largest BMP footprints are paired with the largest diversion rates. However, the “optimal” alternative to select from the table should be located where the greatest incremental increases in zinc reduction with incremental increases in flow rate and footprint occur. To visualize this, the estimated zinc reduction resulting from four technically feasible diversion rates of 30, 40, 50, and 60 cfs were plotted with increasing BMP footprints (Figure 4-2).

The resulting plot shows that for all four flow rates, the reduction continues to increase with footprint, but to a decreasing degree. In addition, at any given footprint size, the additional zinc reduction increases as diversion rate increases, but at a declining rate. At Rosewood Park, the greatest additional reduction occurs when the diversion rate increases from 30 to 40 cfs. Therefore, 40 cfs can be considered the optimal, most economical diversion rate to apply at Rosewood Park. Similarly, a point along the 30 cfs curve can be selected where the increase in zinc reduction begins to occur at a declining rate. Although there are several possibilities from which to choose, the optimal configuration for Rosewood Park was determined to be a BMP footprint of 2.8 acres, with a diversion rate of 40 cfs.

		Footprint (ac)													
		2	2.2	2.4	2.6	2.8	3	3.2	3.4	3.6	3.8	4	4.2	4.4	4.6
Diversion Rate (cfs)	2.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5
	5	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0
	10	29.6	29.6	29.7	29.7	29.7	29.7	29.8	29.8	29.8	29.8	29.8	29.8	29.8	29.8
	15	42.7	43.3	43.6	43.7	43.8	43.9	43.9	44.0	44.0	44.0	44.0	44.0	44.0	44.0
	20	54.5	55.7	56.3	56.9	57.3	57.5	57.6	57.7	57.8	57.8	57.9	57.9	57.9	57.9
	30	73.1	75.7	78.3	80.1	81.4	82.2	82.7	83.1	83.5	83.8	84.2	84.3	84.4	84.6
	40	89.0	92.9	95.7	98.4	101.0	103.1	105.1	106.4	107.0	107.6	108.0	108.4	108.7	109.0
	50	100.4	106.3	111.0	114.4	117.7	120.7	122.9	125.2	127.3	129.2	130.1	130.8	131.3	131.8
	60	108.9	116.6	123.1	128.1	132.1	135.7	139.4	142.1	144.4	146.7	148.6	150.5	151.7	152.7
	70	116.4	125.0	132.6	139.3	144.7	149.1	153.2	157.0	160.3	163.0	165.5	167.5	169.2	170.9
	80	123.3	132.5	141.2	148.8	155.4	160.9	165.8	170.2	174.3	177.8	180.7	183.4	185.9	187.7
	90	130.1	139.7	149.1	157.4	165.1	171.6	177.0	182.2	186.9	191.4	194.8	197.9	200.7	203.2
	100	136.6	146.4	156.4	165.5	173.7	181.1	187.3	193.2	198.4	203.3	207.8	211.2	214.3	217.2

Figure 4-1. Example Optimization Results for Rosewood Park. Values in the table represent the modeled load reduction lbs per year for each respective combination of BMP size and diversion rate.

Once optimal BMP sizes were selected based on annual average zinc reduction, as seen in Figure 4-2, the SUSTAIN model was used to evaluate the BMP's performance with respect to the 90th percentile critical day for zinc and the 90th percentile critical year for *E. Coli*.

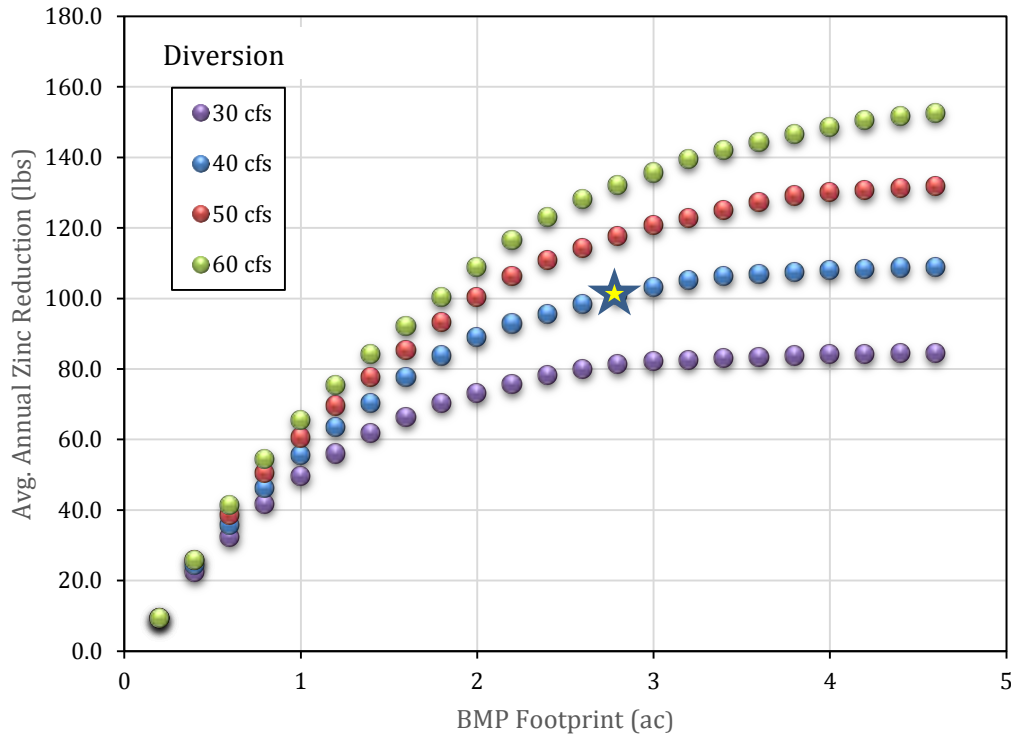


Figure 4-2. Avg. Annual Zinc Reduction vs. BMP Footprint at Rosewood Park

The SUSTAIN analysis described above applied congruently to the sites of John Anson Ford Park, Rosewood Park, and Lugo Park, the outcome of which will be discussed in the Proposed BMP Configurations section. The analysis differed and was more extensive for the nested drainage area sites of Salt Lake Park and the LADWP Transmission Easement, as discussed below.

4.1.1 Nested BMP Configuration

To most accurately represent the interdependent drainage network to the three nested sites, the performance of the three BMPs must be configured as such within one SUSTAIN model. With a given range of feasible BMP footprint sizes and diversion rates to assign to each of the three sites, the model was able to produce several thousand combinations of BMP configurations. Instead of an optimization table, this nested model produces a cost-effectiveness curve (C-E curve), from which the best total performance of the three BMPs can be selected. Three scenarios were selected from along the C-E curves which reflected optimal cumulative reduction, coming from varying size and diversion rate configurations. The following two scenarios were determined to provide a comprehensive profile of these alternatives:

1. Smaller Salt Lake Park BMP and larger BMP at the LADWP Transmission Easement
2. Larger Salt Lake Park BMP and smaller BMP at the LADWP Transmission Easement

Alternative 1 was selected based on several criteria. Most importantly, the total critical-year *E. Coli* and critical-day zinc reduction of the nested and non-nested regional BMPs, summed with the reduction achieved by the non-structural and non-modeled BMPs projected in the WMP, exceeds the WMP's required critical load reduction targets. In addition, the LADWP Transmission Easement site is situated in a low-density industrial area, with a lower impact from maximizing the available BMP footprint.

4.1.2 Optimization Modeling Results

Merging the model results from the optimization table and nested analyses, Table 4-1 shows the proposed 90th percentile critical load reductions for each of the footprints and diversion rates at the proposed regional BMP sites. As discussed above, the BMP along Randolph Street was omitted due to logistical complications. However, as the modeling results below indicate, the WMA as a whole achieves sufficient pollutant reductions such as to make the Randolph Street BMPs superfluous.

Table 4-1. Proposed BMP footprints and diversion rates, with associated pollutant reductions

Site	BMP Footprint (ac)	BMP Capacity (ac ft)	Diversion Rate (cfs)	Zinc Reduction (lb)	E. Coli Reduction (10 ¹² MPN)
JAF Park	4.2	42	70	15.5	47
LADWP Transmission	1.7	17	20	10.7	15.8
Rosewood Park	2.8	28	40	2.4	29.4
Salt Lake Park ¹	3.2	32		21.6	15.4
Lugo Park	1.4	14	20	1.2	8.2
Randolph Street (Maywood)	-		-	-	-
Randolph Street (Huntington Park)	-		-	-	-
			Total	51.4	115.8

¹ The projected performance associated with the size and diversion rate of this BMP is contingent on the full implementation of the BMP at the upstream LADWP Easement

The critical-day zinc and critical-year *E. coli* projected in the WMP for the various non-structural and non-modeled BMPs throughout the LA River and Rio Hondo tributary areas of the WMA are shown together, as seen in Figure 4-3 and Figure 4-4 below. For both the LA River and Rio Hondo drainage areas, the required targets for both critical-day zinc and critical-year *E. coli* reduction are exceeded.

The optimized BMP configurations proposed by this Feasibility Study have minimized BMP footprint sizing by assuming the projected performance by the non-structural and distributed BMPs outlined in the WMP. Moreover, the surfeit of pollutant reduction contributed by the proposed regional BMPs may allow for a reduction in the required investment towards LID/Green Streets and Other Non-Modeled BMPs. In further planning, the GWMA cities will have flexibility on which configurations of regional, distributed, and non-structural BMPs to pursue.

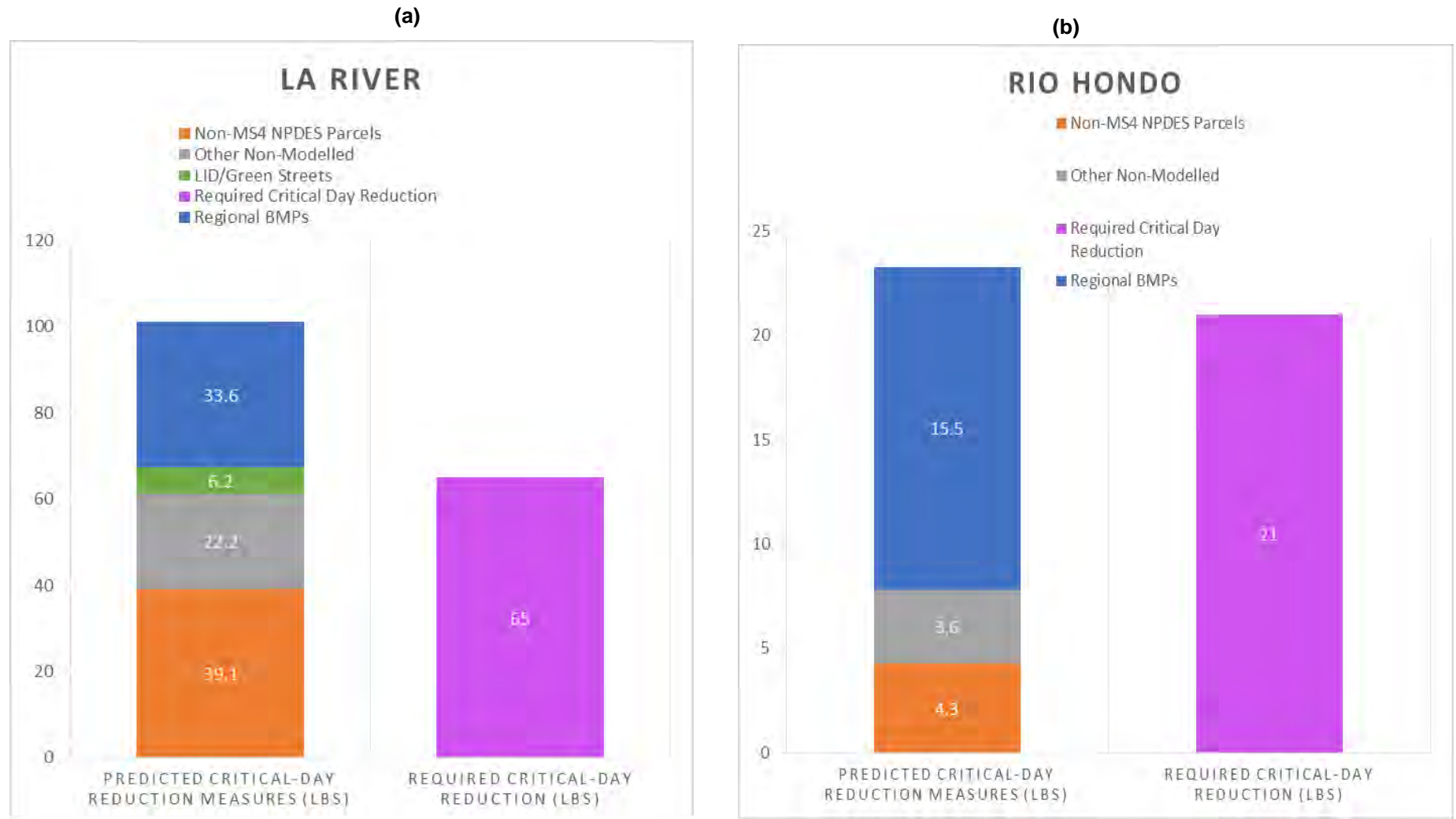


Figure 4-3. Zinc Reduction from LA River (a) and Rio Hondo (b) watersheds

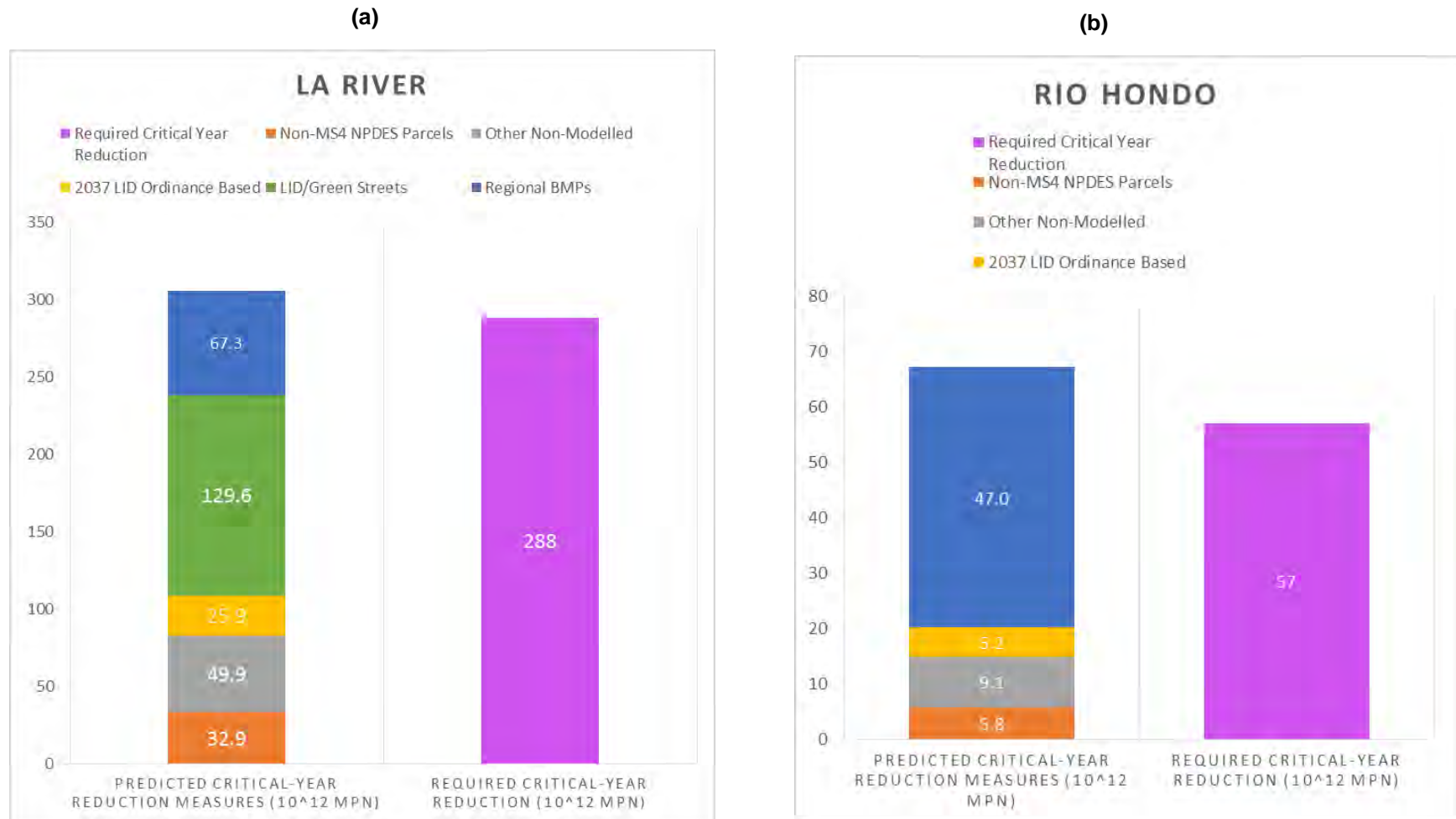


Figure 4-4. *E. Coli* Reduction from LA River (a) and Rio Hondo (b) watersheds.

4.2 REGIONAL BMP CHARACTERISTICS

Underground storage reservoirs are storage areas that harvest and temporarily store stormwater runoff. The harvested runoff percolates through the bottom of the reservoir and an approximately 2-foot amended, tilled native soil layer, which has an infiltration rate capable of draining the reservoir within a specified design drawdown time (usually up to 72 hours). After the stormwater infiltrates through the amended surface, it percolates into the subsoil, as each of the five sites have conditions allowing for adequate infiltration and slope protection (See Geotechnical Investigation).

4.2.1 Site Layout

The regional BMP systems will consist of a diversion system of one or two pipes of varying sizes with flows diverted through a channel in the bottom of the culvert or a rubber dam from the storm drain to a pretreatment device, with flows entering an underground infiltration gallery via gravity. Depending on the size of the BMP footprint, the infiltration gallery may be divided into multiple phases or diversions. Refer to Figure 4-5 for the overall concept site plan for Rosewood Park, as an example. See each site's individual Appendix for complete plans for all BMP site plans.

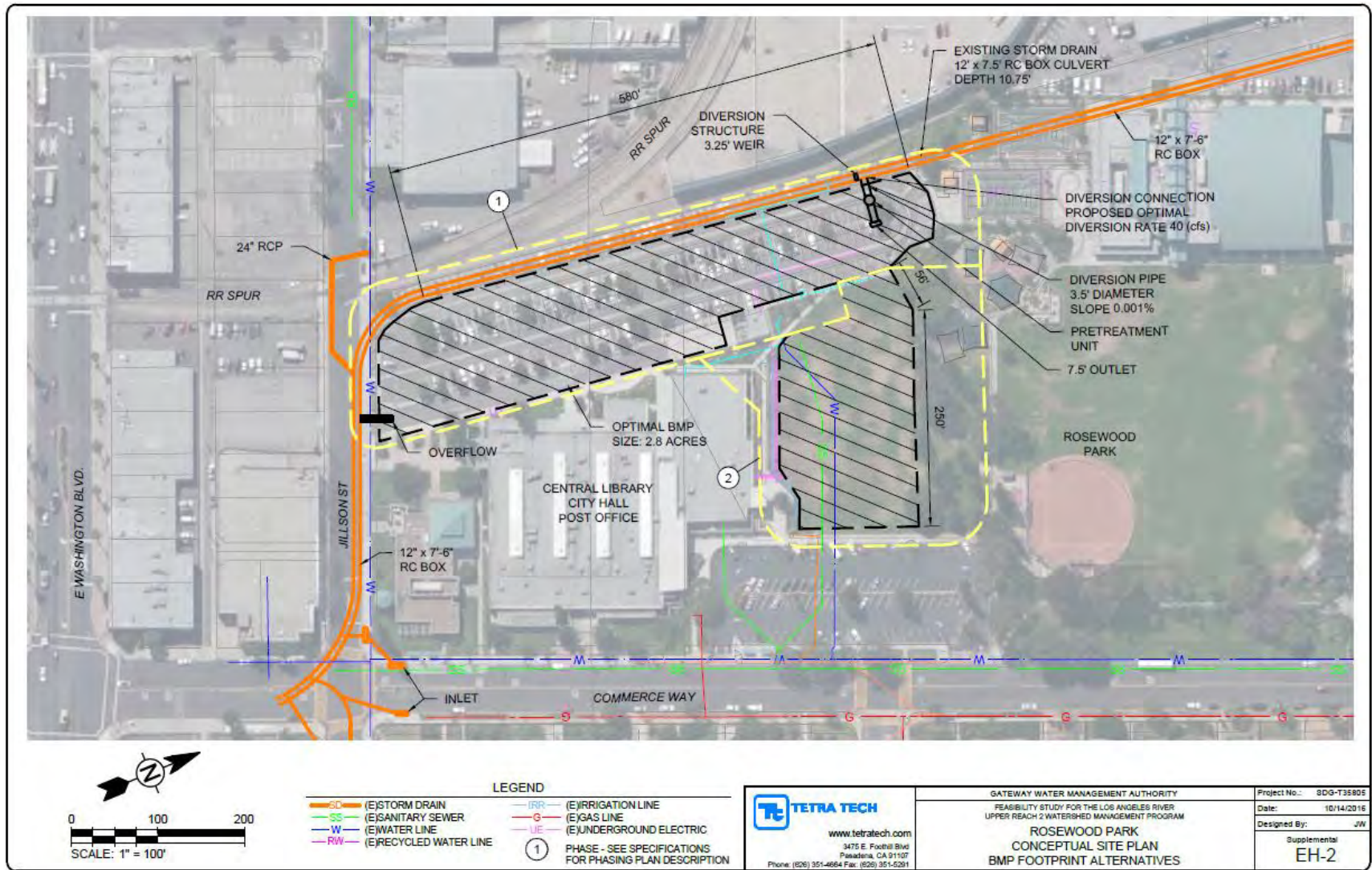


Figure 4-5. Rosewood Park Site BMP Layout

4.2.2 Diversion Structure Analysis

The storm drain system at each proposed BMP site were represented within EPA SWMM (Version 5.0) to obtain estimates of the weir height necessary to divert the necessary flows to the offline BMP units. The optimal flow rates could all be diverted using weirs of heights ranging from 2 ft to 3.25 ft. A subsequent analysis using LA County's Water Surface Pressure Gradient (WSPG) showed that that an in-channel weir may disrupt the water surface profile and elevate it beyond the channel banks and thus is not a viable option. When necessary, a lowered-floor inlet will be constructed within the storm channel at the diversion, to mitigate upstream disruptions. The diversion rate and associated weir height is presented in Table 4-2. A drop inlet structure will instead be proposed to maintain the channel hydraulics and ensure flood control protection similar to the one shown in Figure 4-6.

The diversion structure must include a valve (manual or actuated), or an actuated sluice gate, to respond to the conditions within the BMP storage unit, shutting flows off if/when the storage capacity is exceeded.

Table 4-2. Diversion rates and weir heights

Site	Diversion Rate (cfs)	Weir Height (ft)	Diversion Pipe Diameter (ft)
JAF Park	70	3.25	3.5
LADWP Transmission	20	2.25	3
Rosewood Park	40	3.25	3.5
Salt Lake Park – Diversion 1	40	2.5	3.5
Salt Lake Park – Diversion 2	25	4	3.5
Lugo Park	30	2.75	3.5

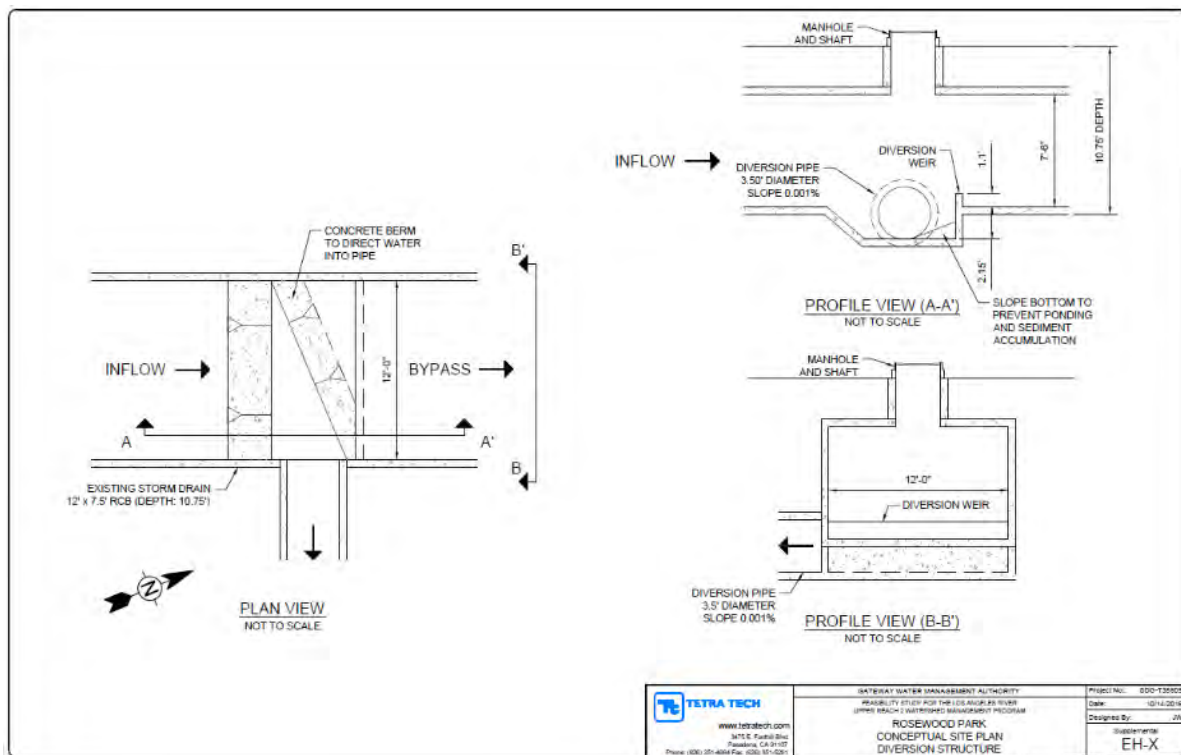
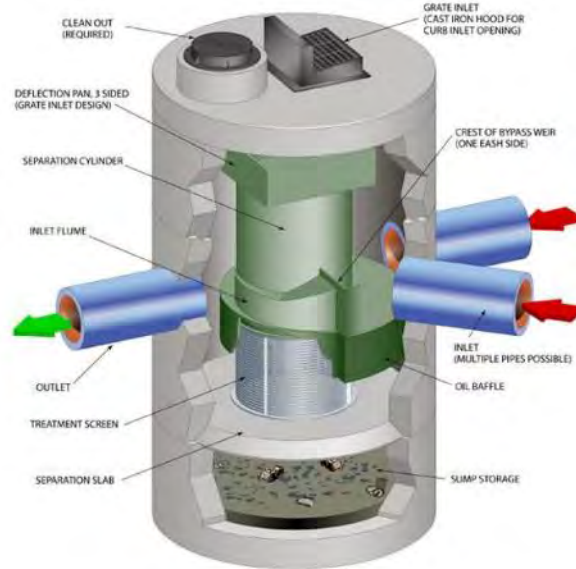


Figure 4-6. Proposed diversion structure.

4.2.3 Pretreatment

Stormwater runoff transports sediment, trash, and debris that can compromise the performance of stormwater facilities and pollute receiving waters. Pretreatment will be an integral component of the treatment strategies to extend the life of the proposed systems. It will be prescribed in order to reduce the maintenance frequency of the BMP site stormwater facilities, focus maintenance efforts to a concentrated area, and bolster compliance.

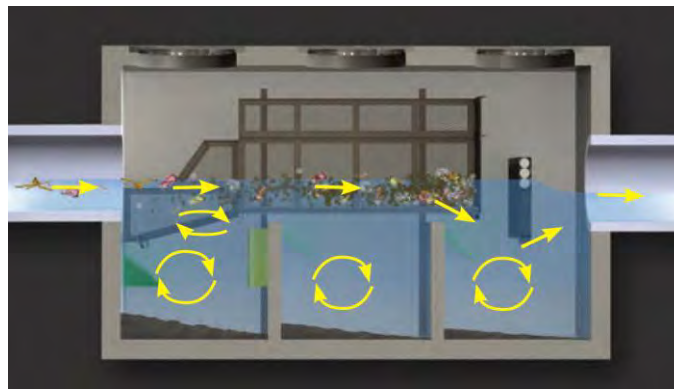
Two types of pretreatment devices are being considered for the project: a hydrodynamic separator and a baffle box type. The final selection will be made during the detailed design phase of the project. A typical hydrodynamic separator collects stormwater runoff on one or more sides of the structure then directs the water into a separation chamber where water begins swirling, forcing the particles out of the runoff. This process collects up to 100 percent of floatables and neutrally buoyant debris larger than the screen aperture is collected. Hydrodynamic separators typically have an 80 percent removal rate of total suspended solids (TSS). With the chambered system, hydrocarbons float to the top of the water surface and are prevented from being transported downstream. The size of the unit will be selected based on the estimated sediment removal and the routine maintenance required. Figure 4-7 represents a typical Contech CDS type hydrodynamic separator.



Source: Contech Engineered Solutions

Figure 4-7. Typical Hydrodynamic Separator

Hydrodynamic separators, such as the Contech CDS system, are popular pretreatment devices; however, trash and debris are stored for long periods submerged in water, thus potentially leaching nutrients into the treated water. As a consideration for the water quality that will be sent to the irrigation treatment system, a Nutrient Separating Baffle Box (NSBB) by BioClean Environmental Services is also being considered as a pretreatment solution. At a flow rate of 20 cfs, the NSBB is available in two models varying in the level of treatment (i.e., 150 microns vs. 250 microns). The NSBB system uses screens that are suspended above the sedimentation chambers that capture and store trash and debris in a dry state, thus reducing potential nutrient leaching and bacteria growth. TSS is removed by routing the flows through a triple chambered system. An oil skimmer with hydrocarbon booms traps and absorbs oil. The NSBB system can remove more than 80 percent of TSS. Figure 4-8 illustrates the typical operation of a NSBB system.



Source: BioClean Environmental, Inc.

Figure 4-8. Typical NSBB System

4.2.4 Precast Concrete Structure

Precast concrete storage systems, such as the StormTrap, Oldcastle and Jensen StormVault systems, made from durable, reinforced, and high-strength concrete would be the most appropriate modular unit for this project (vis-à-vis plastic modular units). They can be designed to exceed HS-20 loading, have varying depths of cover, and overcome buoyancy forces. Internal heights can vary to meet the desired storage volume. The StormTrap system can be seen in Source: City of Los Angeles

Figure 4-9.



Source: City of Los Angeles

Figure 4-9. Example StormTrap system

A precast concrete modular system, such as the StormTrap System, is proposed. The StormTrap Double Trap system allows for a maximum headroom of 11'4" allowing for the designed storage depth plus 1 foot of free board. The modular pieces are constructed offsite and delivered to the project site via truck and lifted into place with a crane. A typical day of installation may allow for 60 to 70 units to be placed in a day. Cast-in-place structures were not considered a viable solution due to the time required to form, pour, and cure the structure. The additional time would create an additional burden on park operations and could extend the construction schedule.

5.0 LONG TERM MONITORING PLAN

The installation of a permanent BMP monitoring system at each project site will include equipment that measures flow and water quality in both dry and wet seasons. The BMP monitoring system will afford the GWMA the ability to measure the effectiveness of the BMPs to infiltrate diverted flows and remove pollutants. Additionally, a permanent monitoring system will provide project performance data necessary for Optimization Planning and sustained achievement of project performance goals. The monitoring plan includes collecting water quality samples at the inlet and outlet of each BMP to measure water quality improvement and ensure compliance. Additional monitoring equipment, including water level meters and soil moisture sensors are recommended to monitor and track the long term performance of the BMPs. A continuous monitoring system can provide significant insight into the current and long term performance of the BMP. A water level logger at the surface of the soil media can collect data on the ponding depth and ultimately determine the infiltration rate at the surface. This data can be used to determine the performance throughout a rain event and demonstrate any decreases in performance from the start of the rain event to the end. An overall reduction in infiltration could indicate an impending maintenance need allowing staff to predict when maintenance will be required rather than reacting to a visual indicator. A soil moisture sensor strategically placed in the BMP would indicate if the system is performing as designed and identify any potential performance limitations. The monitoring plan for Rosewood Park is shown in Figure 5-1. A monitoring plan for each site is included in the respective site Appendices.

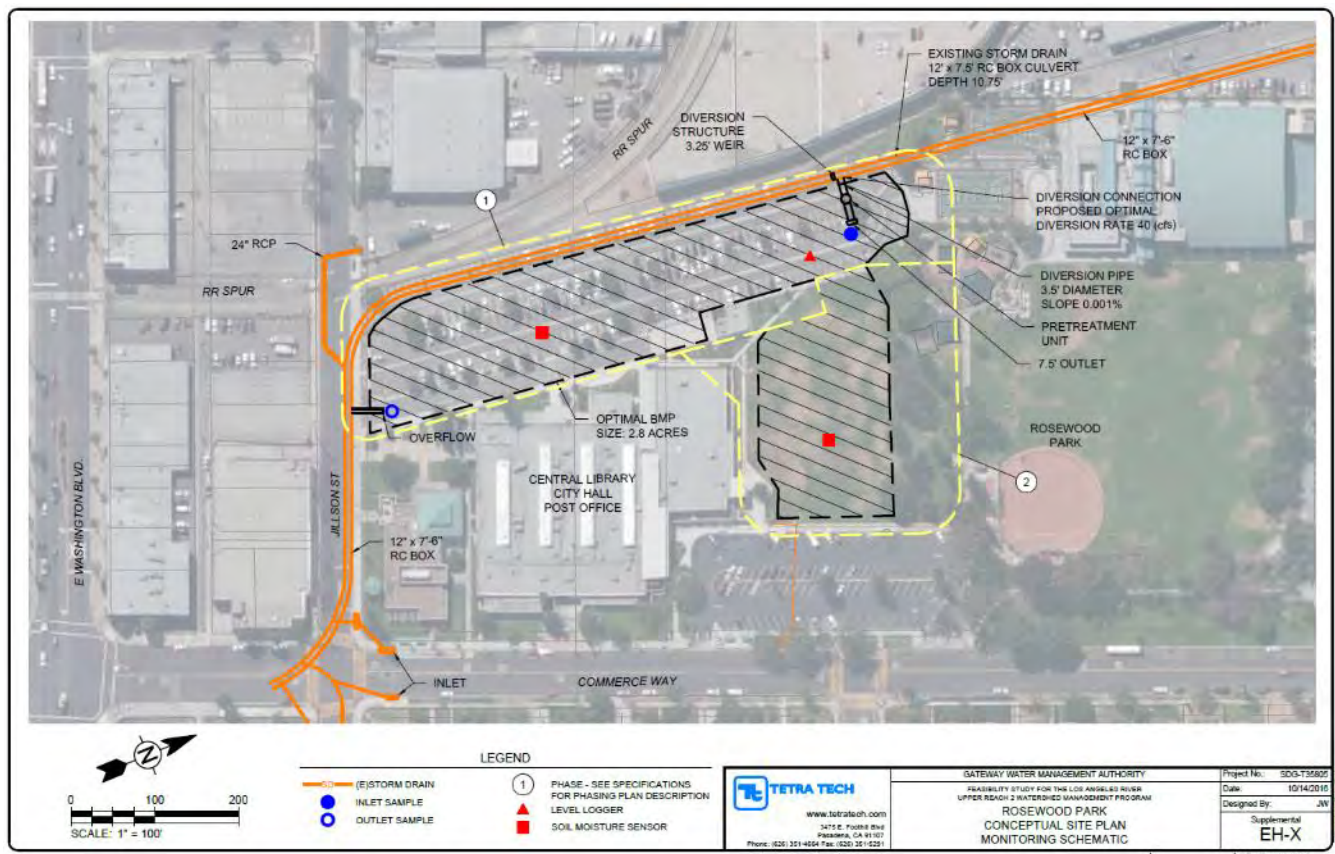


Figure 5-1. Monitoring plan for Rosewood Park.

6.0 SCHEDULE AND COST ESTIMATES

The cost estimate and project schedule have been created to validate that the preliminary designs for each proposed BMP site may be built within the specified budget and within the time allocated to use the funds.

6.1 PROJECT SCHEDULE

A timeline for implementation of each regional BMP site has been estimated, based on MS4 compliance targets dates. The timing also considers the necessary phasings determined for cost feasibility, and consideration to the current use of the proposed BMP sites. The overview of the schedule is shown in Table 6-1 and the detailed schedules are presented in the site Appendices. The respective performance of each project at each phase of implementation is outlined in

Table 6-2.

Table 6-2 indicates that the BMPs at Rosewood Park and Salt Lake Park are diversion limited for capturing Critical-Day Total Zinc; the Total Zinc plateaus as the footprint sizes expand. The BMPs do continue to capture additional *E. Coli*, the limiting pollutant, as their sizes expand.

Table 6-1. Projected Construction Schedules

	Phase 1		Phase 2		Phase 3	
BMP Site	Start	Finish	Start	Finish	Start	Finish
John Anson Ford Park	4/6/2020	12/5/2020	10/12/2021	12/5/2022	2/2/2023	1/31/2024

LADWP Transmission Easement	3/15/2026	10/24/2026	7/6/2027	1/31/2028	-	-
Rosewood Park	3/2/2028	4/24/2029	6/22/2029	1/31/2030	-	-
Salt Lake Park	2/24/2034	3/8/2035	6/17/2035	6/28/2036	10/7/2036	3/23/2037
Lugo Park	3/11/2036	3/23/2037	-	-	-	-

Table 6-2. Projected Performance at Implementation Phases

Site	Phase	Avg. Annual Volume Captured (ac-ft)	Critical-Day TZn (lb)	Critical-Year E.Coli (10 ¹² MPN)
JAF Park	1	389	4.1	12.2
	2	291	9.4	16.2
	3	125	2.0	18.6
Transmission	1	223	3.9	11.9
	2	62	6.8	3.9
Rosewood	1	290	2.4	21.6
	2	52	0.0	7.8
Salt Lake Park	1	100	9.1	6.3
	2	81	12.5	7.8
	3	18	0.0	1.3
Lugo Park	1	120	1.2	8.2

6.1.1 Cost Analysis

The cost analysis is utilized as a tool to ensure preliminary designs are within the amount of funds available to the project. If the cost analyses indicate that a project is not feasible, then the design will need to be adjusted to bring it within the project budget, while still meeting the project goals. The cost analyses were developed using various sources of information, as well as the Cost Estimator's judgment.

6.1.2 Construction Cost

The construction costs entail the various components of the projects that a Contractor would construct for the City. Construction costs do not include items of work not directly performed by the Contractor, such as a City's construction management during construction. The construction costs were developed using various sources of cost information. Unit costs were based on Caltrans historical cost data and RSMeans 2008 cost data. All costs were approximately adjusted to 2017 dollars based respectively on the Caltrans Construction Cost Index and RSMeans Historical Cost Index. The estimated total construction costs for the proposed BMPs are listed in Table 6-3, and associated with unit performance costs in Table 6-4. Detailed cost estimates are included in the site Appendices.

Table 6-3. Estimated Total Construction Costs for Proposed BMP Sites

BMP Site	Estimated Construction Cost
John Anson Ford Park	\$33,693,540
LADWP Transmission Easement	\$13,415,029
Rosewood Park	\$21,046,345
Salt Lake Park	\$23,937,175

Lugo Park	\$9,736,357
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Table 6-4. Costs Per Unit of Treatment

BMP Site	Avg. Annual Vol. Treated (ac-ft)	\$/ac-ft Treated	90th %-ile Critical-Day Tzn Reduction (lb)	\$M/lb Treated	90th %-ile Critical-Year E. Coli Reduction (10 ¹² MPN)	\$M/10 ¹² MPN Treated
JAF Park	1,165	\$28,914	15.5	\$2.2	47.0	\$0.72
LADWP Transmission	366	\$36,658	10.7	\$1.3	15.8	\$0.84
Rosewood Park	443	\$47,553	2.4	\$8.8	29.4	\$0.72
Salt Lake Park	520	\$46,033	21.6	\$1.2	15.4	\$1.55
Lugo Park	159	\$61,108	1.2	\$8.1	8.2	\$1.19

6.1.3 Operations & Maintenance Costs

The operations and maintenance costs were developed on the basis that a service contractor would maintain the various components of the systems. Operation of the systems during wet weather and dry weather events will be managed by the City. Operations of the diversion structures will incorporate coordination and notifications to the Los Angeles County Flood Control District to ensure that there will be no effect to the flood control conveyance system operation. Table 6-5 includes typical operations and maintenance activities and general costs on an annual basis. Detailed cost estimates for each project site are included in the individual site Appendices.

Table 6-5. Annual Estimated Operations & Maintenance Costs

Typical Maintenance Activities and Annual Costs				
Description	Frequency	No. of Times per Year	Unit Price	Total
Monitoring Controls				\$32,400
Channel Diversion and Pretreatment				\$12,000
Rubber Dam System – Inspection and Cleaning	Monthly	12	\$750	\$9,000
Pretreatment Device – Vacuum	Quarterly	4	\$1,500	\$6,000
Storage				\$16,000
Dry Season Inspection and Cleaning (Vacuum)	Quarterly	2	\$4,000	\$8,000

Wet Season Inspection and Cleaning (Vacuum)		2	\$4,000	\$8,000
Total				\$66,400

6.1.4 Project Costs

Project costs include all the necessary items to provide a finished product. Costs include predesign, design, construction, construction management, and post construction work. The estimated project delivery costs for predesign, design, and construction management are based on a percentage of the construction costs. The typical breakdown is provided below in Table 6-6. The full projects costs of each project are included in the site appendices.

Table 6-6. Total Estimated Project Budget

Item Description	Percentage of Construction Cost
Construction Cost	-
City Administration Cost	2.5
Environmental Documentation and Permitting	2.5
Design Services	10
Construction Administration	10
TOTAL PROJECT IMPLEMENTATION COST	25

7.0 REGULATORY AND PERMITTING EVALUATION

Consultation with regulatory agencies and acquisition of permits is required before the project components can be constructed. The following sections summarize regulatory permits and approvals relevant to the LAR UR2 Feasibility Study projects.

7.1 REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION (NPDES PERMIT NO. CAS004001)

On December 13, 2001, the LARWQCB adopted the Los Angeles Municipal Stormwater NPDES Permit (Order No. 01-182, NPDES No. CAS004001) for municipal stormwater and urban runoff discharges within the County of Los Angeles. The Permit was issued to Los Angeles County and 85 Copermittee cities, including the City of Bell Gardens.

In compliance with the Permit, the Permittees have implemented a stormwater quality management program (SQMP) with the goal of reducing the amount of pollutants in stormwater and urban runoff. One specific requirement of the SQMP is the development of Standard Urban Stormwater Mitigation Plans (SUSMP). The project will incorporate BMPs for stormwater pollution prevention. The SUSMP will be reviewed and approved by LASAN. This review process includes assurances that the appropriate BMPs are incorporated to address stormwater pollution prevention goals. In this case, the project itself includes implementation of stormwater BMPs.

7.2 SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

Construction activities in the South Coast Air Basin are subject to South Coast Air Quality Management District's (SCAQMD) Rule 403. Rule 403 sets requirements to regulate operations, which periodically may cause fugitive dust emissions into the atmosphere by requiring actions to prevent, reduce, or mitigate fugitive dust emissions.

All construction in the South Coast Air Basin must incorporate best available control measures (BACT) included in Table 1 of Rule 403. Additionally, large operations (defined as active operations on 50 acres or more), or projects with daily earth-moving or throughput volume of 3,850 cubic meters or more, three times during the most recent 365-day period, are further required to submit a large operation notification, identify a certified dust control supervisor, implement measures from Tables 2 and 3 of Rule 403, and maintain daily records.

7.3 LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

The Los Angeles County Flood Control District (LACFCD) is responsible for managing flood risk and conserving stormwater for groundwater recharge. The LACFCD system also provides control of debris, collection of surface stormwater from streets, and replenishes groundwater with stormwater and imported and recycled waters. The LACFCD covers the 2,753 square-mile portion of Los Angeles County south of the east-west projection of Avenue S, excluding Catalina Island. It is a special district governed by the County of Los Angeles Board of Supervisors, and its functions are carried out by the Los Angeles County Department of Public Works.

In order to continue to fulfill these responsibilities and maintain the existing level of service, any proposed construction within the LACFCD right-of-way requires approval from the LACFCD. Coordination with the Los Angeles County Department of Public Works staff, who act also on behalf of the LACFCD, will be critical in the development of this project.

The following describes the potential approval requirements from the LACFCD.

Flood Control Permit - A Flood Control Permit is required to ensure that a proposed use does not interfere with the LACFCD's operation and maintenance responsibilities. The following activities would require a Flood Control Permit:

- New Flood Control or Water Conservation Facility Construction
- Modifications to Existing Facilities
- BMP Installation for Water Quality Improvements

Use or Maintenance Agreement - However, depending on the scope, timeframe, and/or perpetual maintenance requirements of the proposed activity, the LACFCD may also require the project proponent to enter into a use or maintenance agreement. If the LACFCD has fee ownership, then the LACFCD is the sole owner of the land. If LACFCD only has easement rights, the project proponent will be conditioned to obtain permission from the underlying fee owner before start of work.

7.4 CEQA/NEPA

Compliance with the California Environmental Quality Act (CEQA) would be required. A governmental agency is required to comply with CEQA procedures when the agency proposes to carry out or approve the activity/project. CEQA considers a "project" to be the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The preparation of an Initial Study (IS) is typically the first step for projects determined not to be exempt from CEQA requirements. Initial Studies allow decision-makers the opportunity to review a proposed project and to make an environmental determination recommending the follow-on CEQA document. Initial Studies consider all phases of project planning, implementation, and operation and utilize the CEQA Guidelines IS Checklist form that covers 17 environmental resources topics. If the IS identifies that there is no substantial evidence that the project may have a

significant impact on the environment (without or with mitigation) then a Negative Declaration or mitigated Negative Declaration may be prepared. If the IS identifies that the project may have a significant impact on the environment, then an Environmental Impact Report (EIR) is prepared. A description of investigations that may be required are included below.

Compliance with the National Environmental Policy Act (NEPA) would be required if there is a federal nexus (such as federal funding) and would need to comply with the implementing procedures of the applicable federal agency.

7.4.1 Historical Resources

The Historical Resources assessment will investigate the occurrence of historically significant areas within the vicinity of a proposed project site, namely sites listed on or eligible for designation by the California Register of Historical Resources (CRHR). A resource should be considered a historical resource if it has previously been identified as significant in a historical resources survey.

If a Lead Agency is unsure about a resource, they should consider hiring a professional historian or archeologist who meets the Secretary of the Interior Standards Professional Qualifications for History, Architectural History, or Archeology. However, CEQA ultimately delegates final authority to the Lead Agency to determine if a resource is historically significant or not (CEQA Case Studies).

Similar projects within recent years to the submission of this report have identified historical wheat farms from the 1870s and shipper centers from the 1920s, which had no official historical designations.

7.4.2 Archaeological Resources

Investigations by institutions such as The Native American Heritage Commission's search of the Sacred Lands Inventory will likely be required for full compliance. Further assessments for isolated artifacts or stream or topographical formations may also indicate the presence of subsurface prehistoric archaeological resources during excavation.

7.4.3 Paleontological Resources

Paleontological records may be assessed for records of known vertebrate fossils within the proposed project areas, as well as within older, sedimentary deposits.

7.4.4 Burial Sites

An investigation of known burial sites will occur prior to construction. In the event that an unknown burial site or human remains are found during excavation, mitigation should be implemented so that potential impacts remain at a less than significant level.

7.5 LOCAL PERMITS

Each city where the project is constructed may require building and grading permits. Traffic control will play an integral role during the trenching activities for the storm drains and discharge lines as well as the hauling of export from the project during the excavation phase of the project.

7.6 LADWP TRANSMISSION EASEMENT

Coordination with the County of Los Angeles Department of Water and Power will be required for access to the transmission easement. Additional details are included in the site Appendices.

7.7 RUBBER DAM ELECTRICAL SERVICES

The operation of the rubber dam requires an electrical connection. Electricity is available at each site, however, the connections should be coordinated with Southern California Edison (SCE). Local permits may also be required for the connection of the pumps and monitoring equipment.

8.0 CONCLUSIONS

The Feasibility Study Report determined that the optimal design specifications for the proposed BMP sites will allow for the GWMA to meet the LAR UR2 WMP's MS4 targets to be achieved. This would be achievable without any regional BMP at the Randolph Street Green Rail Trail location. The existing utilities, geotechnical conditions, hydrology, and water quality were first characterized, then optimization analyses informed data-driven selection of cost-effective solutions. Each site will consist of an in-channel weir or a rubber dam, which will direct flows into a diversion structure, which then will be fed via gravity into a pretreatment device, and then into an underground infiltration gallery.

The outcomes of this Feasibility Study demonstrate that compliance targets can be met via collaborative watershed planning, utilizing a range of regional and distributed BMPs. The assimilation of the proposed regional BMPs optimized within this project with the distributed BMPs projected in the LAR UR2 WMP indicates that integrated planning can maximize flexibility for approaches to meeting regional compliance targets. The outcomes of this Feasibility Study will thus facilitate funding proposals for each individual site, and also demonstrate innovative strategies for other Cities within Los Angeles County in earlier WMP implementation stages.

9.0 REFERENCES

- City of Bell, City of Bell Gardens, City of Commerce, City of Cudahy, City of Huntington Park, City of Maywood, City of Vernon, and the Los Angeles County Flood Control District. 2015. Los Angeles River Upper Reach 2 Watershed Management Area. June 2015. Prepared CWE Corp., Fullerton, CA.
- Tetra Tech. 2010a. *Los Angeles County Watershed Model Configuration and Calibration – Part I: Hydrology. Prepared for County of Los Angeles Department of Public Works, Watershed Management Division.* Los Angeles County, CA by Tetra Tech, Pasadena, CA. 2010.
- Tetra Tech. 2010b. *Los Angeles County Watershed Model Configuration and Calibration – Part II: Water Quality. Prepared for County of Los Angeles Department of Public Works, Watershed Management Division.* Los Angeles County, CA by Tetra Tech, Pasadena, CA. 2010.

Appendix A: John Anson Ford Park Feasibility Study

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1.0 SITE DESCRIPTION AND EXISTING HYDROLOGY

John Anson Ford Park (JAF Park) is a 12.5-acre, multi-purpose recreational facility, located in the City of Bell Gardens, which drains a 2,295-acre watershed area through the upstream storm drain system directly, into the Rio Hondo Tributary, which runs adjacent to the southeast edge of the park (Figure 1-1). In addition to Bell Gardens, the drainage area includes the GWMA City of Commerce.

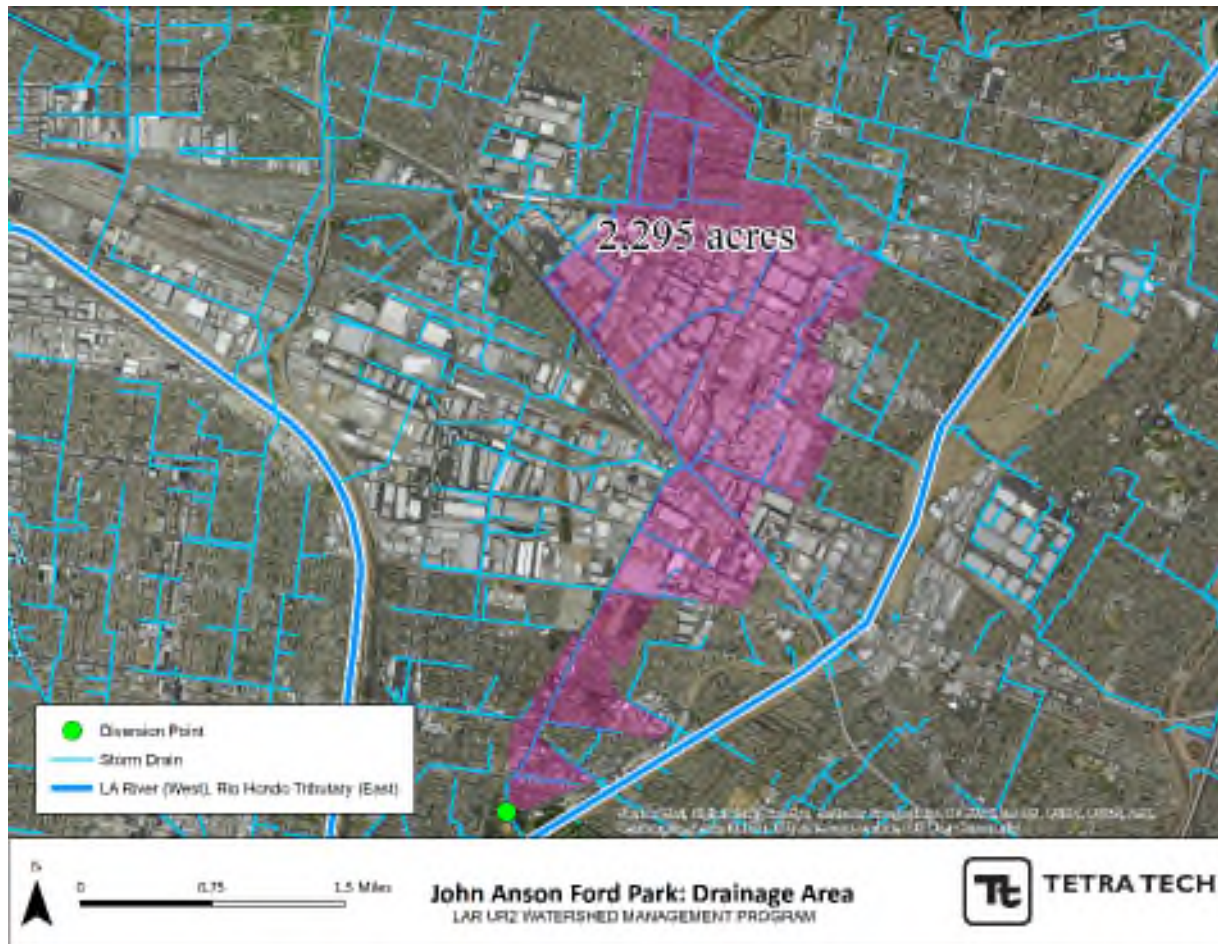


Figure 1-1. John Anson Ford Park Drainage Area and Location

JAF Park has two sections: sports fields and a community garden. The sporting section contains two baseball fields, two artificial-turf soccer fields, and two grass soccer fields, all of which receive heavy use from the community. The community garden contains an indoor recreation facility, an outdoor concession stand, a children's playground, a swimming pool, walking paths, as well as a duck pond that is stocked with fish and used for an annual fishing competition (Figure 1-2).



Figure 1-2. Walking Path and Duck Pond (Behind Left)

A 9'-6" by 11'-0" double-RCB storm drain runs diagonally below the park, conveying dry and wet weather flows from the northwest to the southeast corner of the park, eventually discharging into the adjacent Rio Hondo Tributary (Figure 1-3). The key determinants for placement of the proposed BMP within the park were proximity to the storm drain, as well as minimizing impact on the functional use of the park's amenities. Therefore, the Feasibility Study attempted to place the proposed BMP footprints within the parking lots lining the northern edge of the park.



Figure 1-3. Storm Drain Outfall into Rio Hondo

1.1 EXISTING WATER QUALITY

For this study, the Los Angeles County Watershed Management Modeling System (WMMS) was used within LSPC to simulate contaminant loading, runoff volume, and flow rate associated with long-term, continuous time series (Tetra Tech 2010a) for each of the six proposed regional stormwater facilities. This section outlines the known conditions and analyses performed to establish the baseline against which to measure all reductions.

The WMP details MS4 pollutant loading requirements for areas draining directly into the Rio Hondo Tributary (Table 1-1), with a specific target for the capture of the 90th percentile critical-day loading of Total Zinc, the limiting pollutant in the watershed, as well as 90th percentile critical-year *E. Coli* loading. Based on the WMMS pollutant loadings throughout the entire LAR UR2 watershed, the WMP set a critical-day Total Zinc reduction target of 29.6% and a critical-year *E. Coli* reduction target of 31.5% for areas draining to the Rio Hondo tributary, as summarized in Table 1-1.

Table 1-1. Required Pollutant Reduction in Rio Hondo Tributary During RAA 90th Percentile Critical Conditions

Critical Day Total Zinc (lb) (Limiting for Rio Hondo)			Critical- Year <i>E. Coli</i> (10 ¹² MPN) (Limiting for LA River)		
Current Load	Allowed Load	Required Reduction	Current Load	Allowed Load	Required Reduction
71	50	21	181	124	57

JAF Park is the only proposed regional BMP site in the Feasibility Study that is located within the Rio Hondo watershed. Therefore, the BMP's performance will only be supplemented by the projected performance of other non-structural/distributed BMPs proposed in the WMP in order to capture the entire critical-day load Total Zinc loading. The minimum required reduction of the respective pollutants by the regional BMP is therefore the total required reduction, minus the reduction projected by non-regional/non-structural BMPs (Table 1-2).

Table 1-2. Required Pollutant Reduction of Regional BMP, w/ Sources from Non-Regional/Non-Structural BMPs

Control Measure	Critical Day Total Zinc Reduction (lb)	Critical Year <i>E. Coli</i> Reduction (10 ¹² MPN)
Required Reduction	21	57
Non-MS4 NPDES Parcels	4.3	5.8
Other Non-Modelled	3.6	9.1
2037 LID Ordinance Based	-	5.2
Minimum Reduction for Regional BMPs	13.2	36.9

1.2 GEOTECHNICAL INVESTIGATION

The geotechnical investigation was performed by Tetra Tech on July 12th, 2016. The investigation examined subsurface soil and groundwater conditions of the project area through exploratory soil borings and field percolation borings. The purpose of the investigation was to determine the characteristics of the subsurface materials (including infiltration rates, expansive index, and liquefaction potential) below the invert of the proposed infiltration facilities.

The exploratory boring was performed at a maximum depth of 46.5 feet. Boring locations are shown on the Project Layout and Boring Location Map (Figure 1-4). Details regarding the full field exploration process, sampling and drilling procedures, laboratory testing, standards and equipment used, and the findings from the evaluation are provided in the Preliminary Geotechnical and Infiltration Investigation Report (Tetra Tech 2016). This section summarizes the findings from the geotechnical evaluation specifically related to the onsite soil types and historic groundwater levels. General structural design recommendations are covered in detail within the Preliminary Geotechnical and Infiltration Investigation Report.

1.2.1 Existing Soil Types

Based upon the findings from our subsurface investigation, the soils at the site below the invert of the proposed infiltration facilities were observed to range from silty sands to well graded sands with good drainage characteristics to a depth of about 27.5 feet. These soils correspond to Hydrologic Soil Group (HSG) B as described in USDA (2007). The measured infiltration rate of 1.7 inches/hour is above the minimum required infiltration rate established by the LACDPW guidelines for on-site infiltration systems of 0.3 inches/hour and therefore the soils at the site are preliminarily considered suitable for infiltration use. The project site is mantled by artificial man-made fill soils approximately 3 feet thick. Alluvial soils were encountered below the fill soils and consisted of medium dense sands and silty fine sands, with some interspersed thin lenses (up to 2 inches thick) of clay to a depth of 27.5 feet. These soils were typically dark brown to brown in color. Underlying these sandy materials was a layer of stiff silt extending to a depth of 45 feet. Underlying the silt materials a layer of silty sand was encountered for the remaining 1.5 feet of the exploration to the maximum depth of 46.5 feet.

1.2.2 Ground Water

According to the State of California (CDMG, 1998), the historic high groundwater level near the site has been mapped at a depth of about 8 feet. During our subsurface explorations, groundwater was not encountered in the soil boring to a depth of 46.5 feet. A review of the database from the Los Angeles County Department of Public Works (LACDPW) for nearby wells (<http://dpw.lacounty.gov/general/wells/>) and Geotracker database was also conducted and showed that the shallowest groundwater depth was recorded at 44.1 feet in 1997. Based on the assessment of the local stratigraphy and local topography, it is our opinion that the LACDPW wells and the Geotracker wells can be utilized for interpretation of the project groundwater conditions. Therefore, it is our conclusion that the groundwater at the site has been deeper than 44 feet within the last 50 years. Fluctuations of the groundwater level, localized zones of perched water, and increased soil moisture content should be anticipated during and following the rainy season. Irrigation of landscaped areas on or adjacent to the site can also cause a fluctuation of local groundwater levels. Based on the research and observed conditions, groundwater is not expected to impact the design and construction of the proposed BMP.

1.2.3 Summary

Based on the results of the field exploration and engineering analyses, it is Tetra Tech's opinion that the proposed construction is feasible from a geotechnical standpoint, provided that the recommendations contained in the Draft Geotechnical Investigation Report are incorporated into the design plans and implemented during construction. It should be noted that this study did not evaluate the possible presence of hazardous materials on any portion of the site.




 <p>TETRA TECH</p> <p>1360 Valley Vista Drive, Diamond Bar, CA 91765 TEL 909.860.7777 FAX 909.860.8017</p>	LA RIVER WATERSHED MANAGEMENT - GATEWAY CITIES		JOB NO. TET1691E
	<p>BORING LOCATION MAP</p> <p>JOHN ANSON FORD PARK</p> <p>CITY OF BELL GARDENS</p>		DATE OCTOBER 2016
			DRAWN BY AHM
			CHECKED BY FC

Figure 1-4. Boring Location Map at John Anson Ford Park.

2.0 BMP DESIGN COMPONENTS

The optimal BMP footprint and diversion rate was determined for the BMP site based on the long-term average annual zinc reduction, simulated using the EPA System for Urban Stormwater Treatment and Analysis Integration (SUSTAIN) model. The runoff treated by the BMP, assumed to have a 10-foot storage depth, was simulated over a ten-year period (2002-2011), at comprehensive combinations of feasible storm drain diversion rates and footprint sizes. Table 2-1 below shows the resulting optimized BMP configuration and corresponding project pollutant reductions based on the optimization modelling performed within SUSTAIN.

Table 2-1. Proposed BMP Footprint and Diversion Rate, with Associated Pollutant Reductions

BMP Footprint (ac)	BMP Capacity (ac-ft)	Diversion Rate (cfs)	Critical-Day Total Zinc Reduction (lb)	Critical-Year <i>E. Coli</i> Reduction (10 ¹² MPN)
4.2	42	70	15.5	47.0

The pollutant reduction exceeds the required target for both the limiting Total Zinc and *E. Coli* metrics. These reductions occur via a capture of nearly 50% of the annual average runoff volume flowing to John Anson Ford Park. The total annual runoff volume flowing through the culvert past JAF Park and the total annual volume treated by the BMP proposed are shown in Figure 2-1.

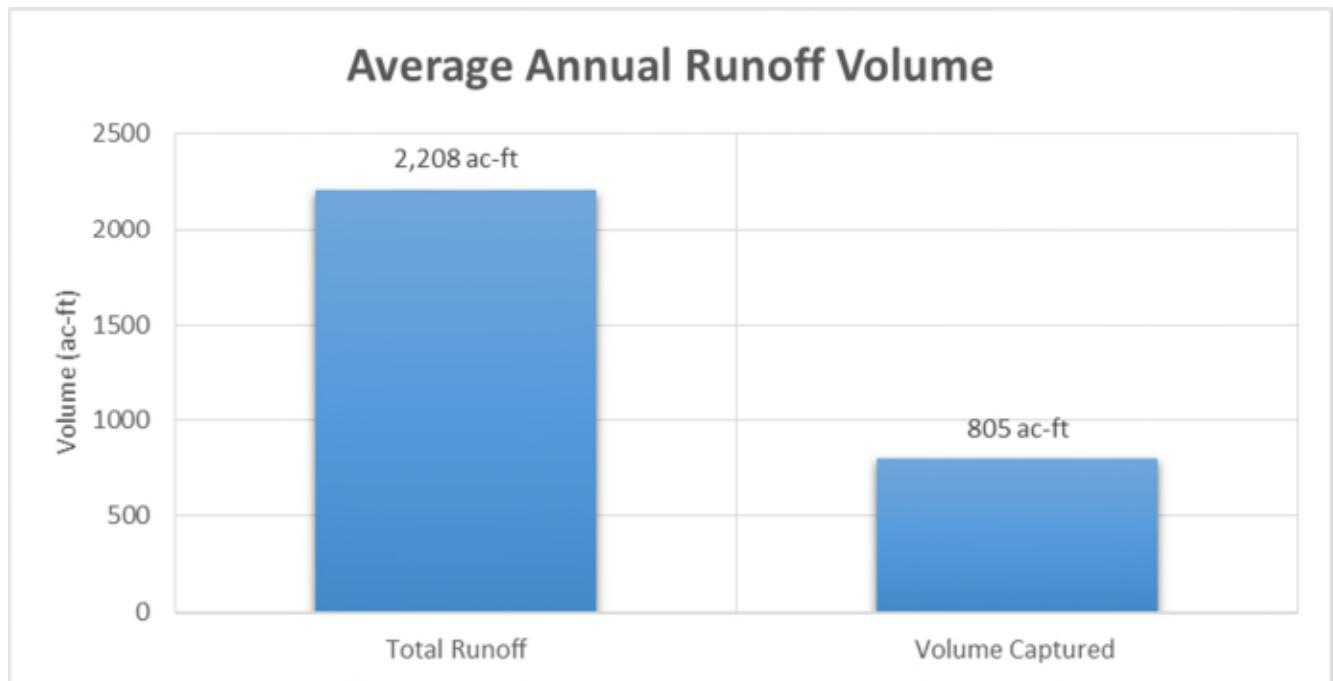


Figure 2-1. Average Annual Runoff Volume at John Anson Ford Park.

2.1 SITE LAYOUT

The regional BMP system will divert runoff from the 3.25-ft weir within the double-box culvert into a 3.5-ft pipe from the storm drain to a pretreatment device, with flows entering an underground infiltration gallery via gravity. To accommodate various sources of project financing, the BMP infiltration gallery will be divided into three phases, as seen in Figure 2-2. A schematic of locations to monitor the BMP system's performance was furthermore proposed, additional details are included in Section 0. The site plan is also included in Exhibit A. Additional details are included in Exhibit B.

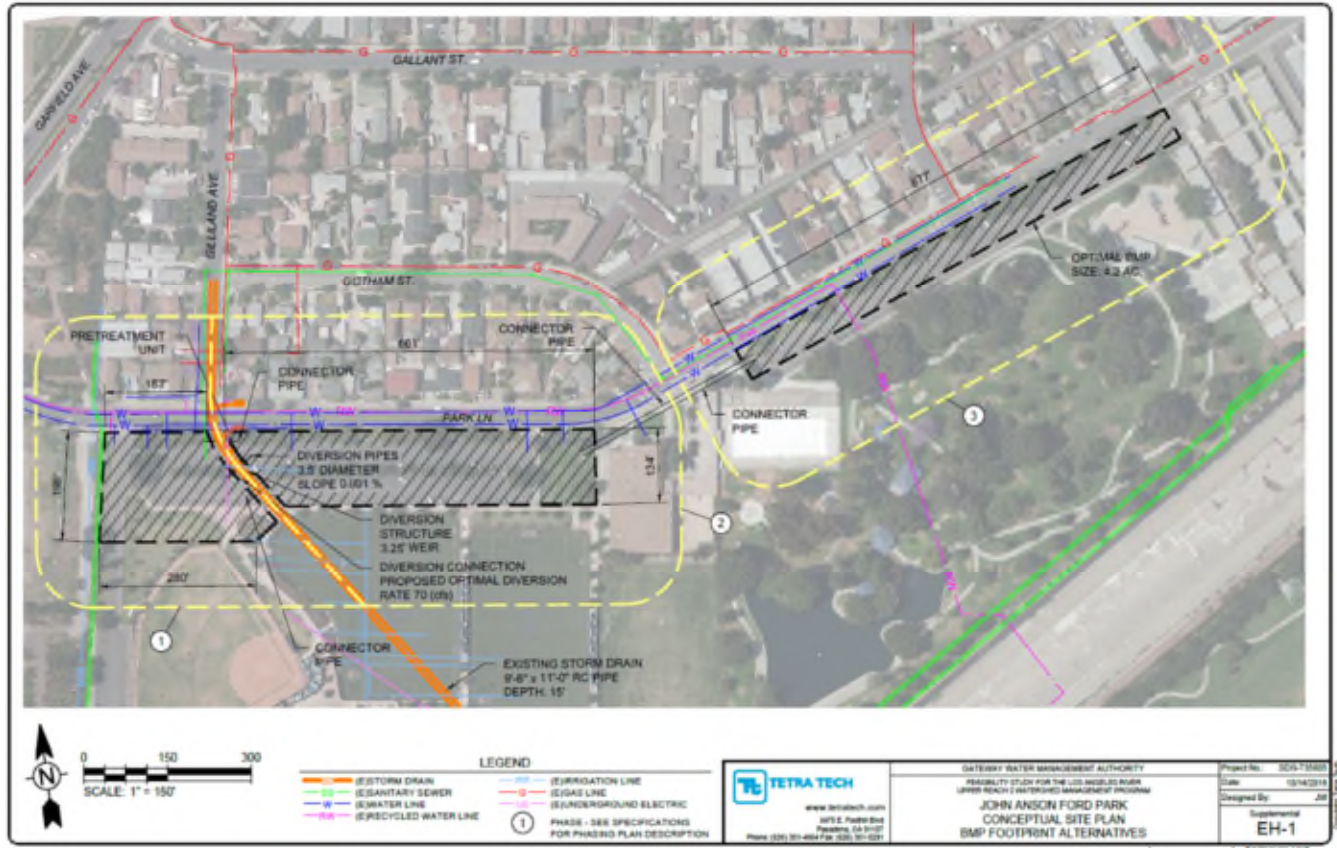


Figure 2-2 John Anson Ford Park Site BMP Layout.

2.2 DIVERSION STRUCTURE ANALYSIS

The storm drain system at the proposed BMP site was represented within EPA SWMM (Version 5.0) to obtain estimates of the weir height necessary to divert the necessary flow to the offline BMP unit. The optimal flow rate of 70 cfs was determined to be feasible with a 3.25-ft weir and 42 inch pipe. A subsequent analysis using LA County's Water Surface Pressure Gradient (WSPG) showed that that an in-channel diversion trench would not adversely disrupt the water surface profile upstream within the culvert. The proposed diversion structure sections are presented in Figure 2-3.

The diversion structure should include either a valve (manual or actuated), or an actuated sluice gate, to respond to the conditions within the BMP storage unit, shutting flows off if/when the storage capacity is exceeded.

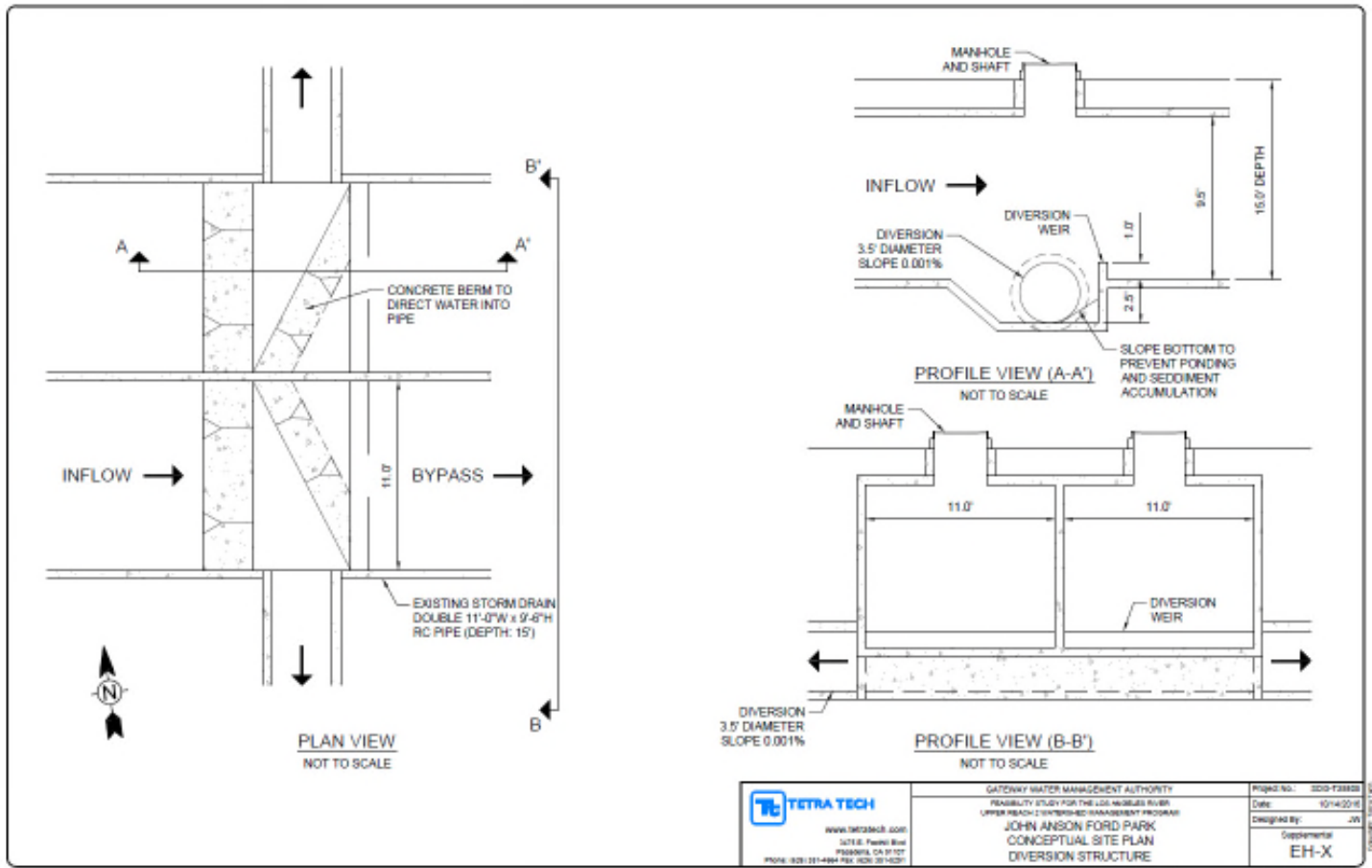
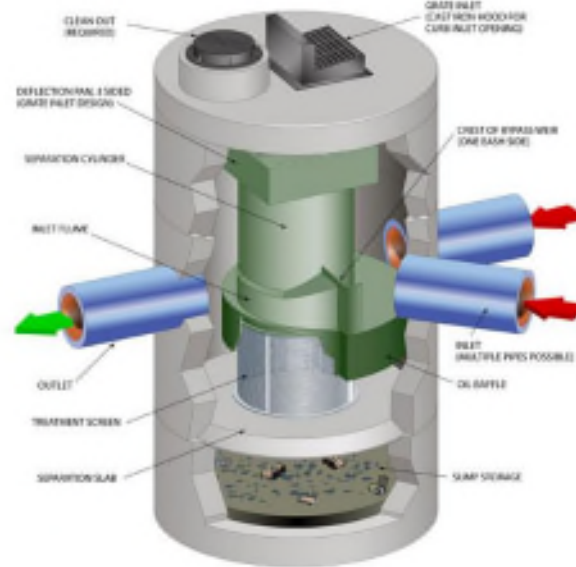


Figure 2-3. Diversion Structure at Proposed BMP Site

2.3 PRETREATMENT

Stormwater runoff transports sediment, trash, and debris that can compromise the performance of stormwater facilities and pollute receiving waters. Pretreatment will be an integral component of the treatment strategies to extend the life of the proposed systems. It will be prescribed in order to reduce the maintenance frequency of the BMP site stormwater facilities, focus maintenance efforts to a concentrated area, and bolster compliance.

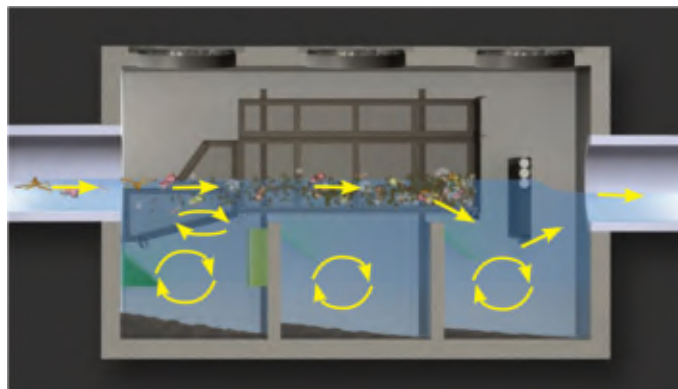
Two types of pretreatment devices are being considered for the project: a hydrodynamic separator and a baffle box type. The final selection will be made during the detailed design phase of the project. A typical hydrodynamic separator collects stormwater runoff on one or more sides of the structure then directs the water into a separation chamber where water begins swirling, forcing the particles out of the runoff. 100 percent of floatables and neutrally buoyant debris larger than the screen aperture is collected. Hydrodynamic separators typically have an 80 percent removal rate of total suspended solids (TSS). With the chambered system, hydrocarbons float to the top of the water surface and are prevented from being transported downstream. The size of the unit will be selected based on the estimated sediment removal and the routine maintenance required. Figure 2-4 represents a typical Contech CDS type hydrodynamic separator.



Source: Contech Engineered Solutions

Figure 2-4. Typical Hydrodynamic Separator

Hydrodynamic separators, such as the Contech CDS system, are popular pretreatment devices; however, trash and debris are stored for long periods submerged in water, thus potentially leaching nutrients into the treated water. As a consideration for the water quality that will be sent to the irrigation treatment system, a Nutrient Separating Baffle Box (NSBB) by BioClean Environmental Services is also being considered as a pretreatment solution. At a flow rate of 20 cfs, the NSBB is available in two models varying in the level of treatment (i.e., 150 microns vs. 250 microns). The NSBB system uses screens that are suspended above the sedimentation chambers that capture and store trash and debris in a dry state, thus reducing potential nutrient leaching and bacteria growth. TSS is removed by routing the flows through a triple chambered system. An oil skimmer with hydrocarbon booms traps and absorbs oil. The NSBB system can remove more than 80 percent of TSS. Figure 2-5 illustrates the typical operation of a NSBB system.



Source: BioClean Environmental, Inc.

Figure 2-5. Typical NSBB System

2.4 BMP STRUCTURE ALTERNATIVES

Underground storage tanks provide initial stormwater detention and allow for implementation where surface space is limited such as around paved streets, parking lots, and buildings. Precast concrete storage systems, such as the StormTrap, Oldcastle, and Jensen StormVault systems, made from durable, reinforced, and high-strength concrete would be the most appropriate modular unit for this project (vis-à-vis plastic modular units). They can be designed to exceed HS-20 loading, have varying depths of cover, and overcome buoyancy forces. Internal heights can vary to meet the desired storage volume. Cast-in-place structures were not considered a viable solution due to the time required to form, pour, and cure the structure. The additional time would create an additional burden on park operations and could extend the construction schedule.

The StormTrap Double Trap system (Figure 2-6) allows for a maximum headroom of 11' 4", and will provide water storage for more than 42 acre-feet of water while allowing for 1 foot of freeboard in the system. The system will be configured to allow infiltration through the bottom of the system. The modular pieces are constructed offsite and delivered to the project site via truck and lifted into place with a crane. A typical day of installation may allow for 60 to 70 units to be placed in a day. It is anticipated that approximately 1,500 units will be required for JAF Park.



Figure 2-6. Example StormTrap System.

3.0 MONITORING PLAN

There are two goals of the monitoring plan 1) water quality monitoring to document the performance of the BMP to verify predicted pollutant load reductions to demonstrate compliance with the WMP and 2) long term continuous monitoring to maintain and track performance and to predict required maintenance.

3.1 WATER QUALITY MONITORING

To verify the performance of the BMPs, flow weighted composite samples should be collected at the inlet and the outlet of the BMP as indicated in Figure 3-1. At a minimum samples should be analyzed for Zinc and *E. coli*. It is recommended that analysis include all priority pollutants identified in the LAR UR2 Coordinated Integrated Monitoring Program (CIMP).

3.1.1 Flow Monitoring Methods

Flow at the BMP inlet location should be measured at pre-programmed intervals using an area-velocity bubbler (AVB) flow meter with an AVB sensor. Flow at the outlet should be measured using a Thel-Mar volumetric compound weir, which is capable of measuring low flows with a high degree of accuracy. A bubbler flow meter is recommended to measure flow depth behind the weir, which is then converted to a flow rate by the flow meter. The flow meter will continuously log the flow measurements at regular intervals during monitoring events.

3.1.2 Composite Sampling Methods

A flow-weighted composite sample is comprised of a series of sample aliquots collected over the course of a storm event where the sample aliquot frequency is determined by a constant incremental flow volume measured by the flow meter. To collect the sample, a flow meter is pre-programmed with a pacing volume. When the accumulated flow reaches the pacing volume, the flow meter will trigger an automated sampler to collect a sample aliquot. This process continues until the storm ends. The pacing volume is determined by storm event forecast and the anticipated total volume of runoff. Ideally, pacing volumes will be set to fill one composite bottle for the duration of rainfall to ensure sufficient sample volume for all analyses; however stormwater runoff durations may be shorter or longer (or the rainfall intensity may be less or greater) than anticipated. If the rainfall duration is longer than that predicted, additional clean, empty bottles may be added to the sampling system. The automated sampler should log the sample information during the course of the monitoring event.

3.2 LONG TERM PERFORMANCE MONITORING

Additional monitoring equipment shown in Figure 3-1, including water level meters and soil moisture sensors, are recommended to monitor and track the long term performance of the BMPs. A continuous monitoring system can provide significant insight into the current and long term performance of the BMP. A water level logger at the surface of the soil media can collect data on the ponding depth and ultimately determine the infiltration rate at the surface. This data can be used to determine the performance throughout a rain event and demonstrate any decreases in performance from the start of the rain event to the end. An overall reduction in infiltration could indicate an impending maintenance need allowing staff to predict when maintenance will be required rather than reacting to a visual indicator. A soil moisture sensor strategically placed in the BMP would indicate if the system is performing as designed and identify any potential performance limitations.

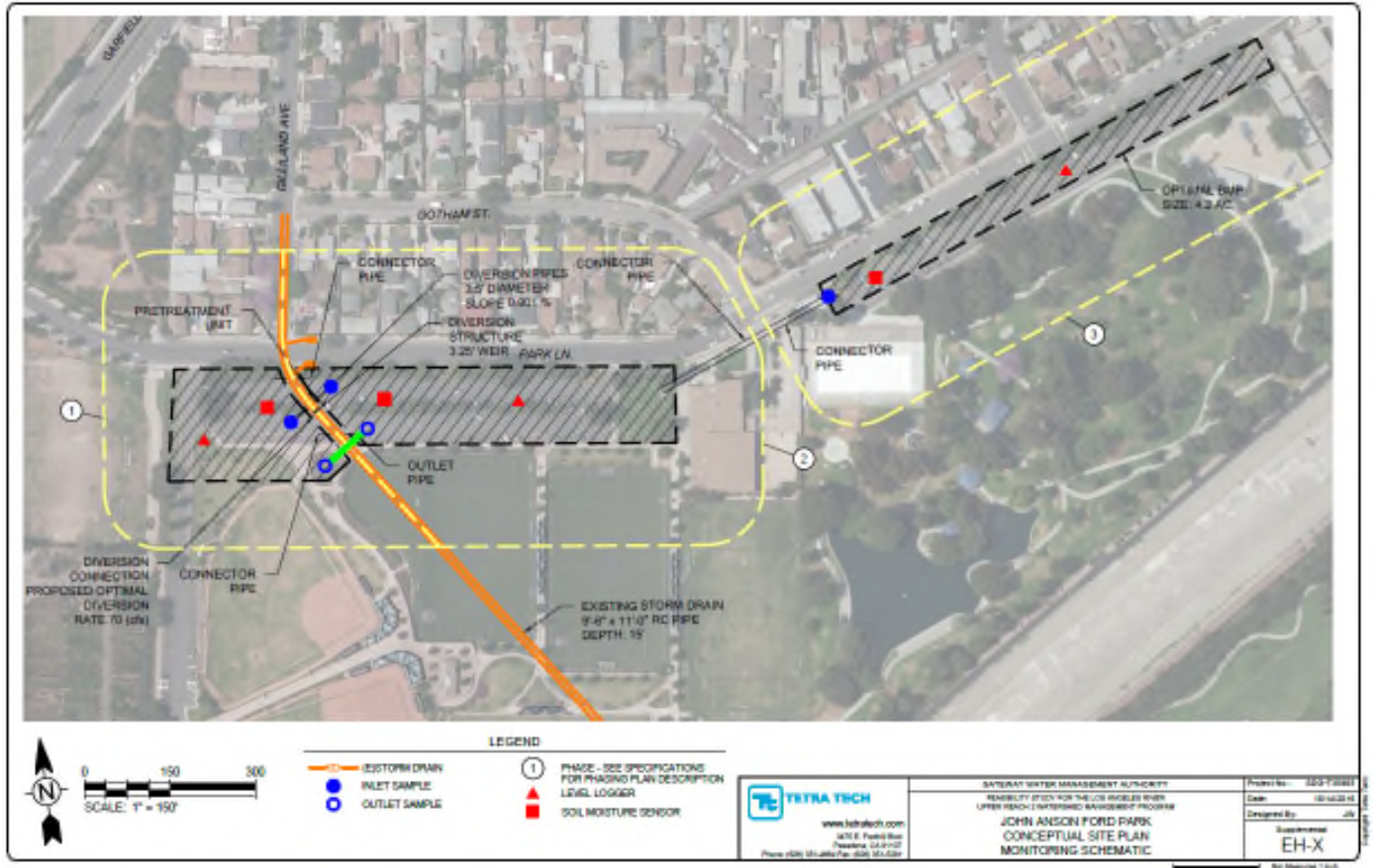


Figure 3-1. Monitoring Schematic for John Anson Ford Park.

4.0 PERMITTING, SCHEDULE, AND COST ESTIMATE

The cost estimate and project schedule have been created to validate that the preliminary design for the proposed BMP site may be built within the specified budget and within the time allocated to use the funds.

4.1 ENVIRONMENTAL DOCUMENTS AND PERMITS

Consultation with regulatory agencies and acquisition of permits is required before the project components can be constructed. The following sections summarize regulatory permits and approvals relevant to the project.

4.1.1 CEQA/NEPA

Compliance with the California Environmental Quality Act (CEQA) would be required. A governmental agency is required to comply with CEQA procedures when the agency proposes to carry out or approve the activity/project. CEQA considers a “project” to be the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The preparation of an Initial Study (IS) is typically the first step for projects determined not to be exempt from CEQA requirements. Initial Studies allow decision-makers the opportunity to review a proposed project and to make an environmental determination recommending the follow-on CEQA document. Initial Studies consider all phases of project planning, implementation, and operation and utilize the CEQA Guidelines IS Checklist form that covers 17 environmental resources topics. If the IS identifies that there is no substantial evidence that the project may have a significant impact on the environment (without or with mitigation) then a Negative Declaration or mitigated Negative Declaration may be prepared. If the IS identifies that the project may have a significant impact on the environment, then an Environmental Impact Report (EIR) is prepared. A description of investigations that may be required are included below.

Compliance with the National Environmental Policy Act (NEPA) would be required if there is a federal nexus (such as federal funding) and would need to comply with the implementing procedures of the applicable federal agency.

4.1.1.1 Historical Resources

The Historical Resources assessment will investigate the occurrence of historically significant areas within the vicinity of a proposed project site, namely sites listed on or eligible for designation by the California Register of Historical Resources (CRHR). A resource should be considered a historical resource if it has previously been identified as significant in a historical resources survey.

If a Lead Agency is unsure about a resource, they should consider hiring a professional historian or archeologist who meets the Secretary of the Interior Standards Professional Qualifications for History, Architectural History, or Archeology. However, CEQA ultimately delegates final authority to the Lead Agency to determine if a resource is historically significant or not (CEQA Case Studies).

Similar projects within recent years to the submission of this report have identified historical wheat farms from the 1870s and shipper centers from the 1920s, which had no official historical designations.

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Investigations by institutions such as The Native American Heritage Commission’s search of the Sacred Lands Inventory will likely be required for full compliance. Further assessments for isolated artifacts or stream or topographical formations may also indicate the presence of subsurface prehistoric archaeological resources during excavation.

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Paleontological records may be assessed for records of known vertebrate fossils within the proposed project areas, as well as within older, sedimentary deposits.

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An investigation of known burial sites will occur prior to construction. In the event that an unknown burial site or human remains are found during excavation, mitigation should be implemented so that potential impacts remain at a less than significant level.

4.1.2 Local Construction Permits

Depending on the selected concept, the City of Bell Gardens may require building and grading permits. Traffic control will play an integral role during the trenching activities for the storm drains, as well as the hauling of export from the project during the excavation phase of the project.

4.2 SCHEDULE

JOHN ANSON FORD PARK PROJECT SCHEDULE

Task	Start	Finish	Working Days
PHASE 1 - DESIGN DRAWINGS	1/4/19	10/26/19	211
Task 1. Project Management	1/4/19	10/26/19	211
Task 2. Additional Site Investigations	1/5/19	2/15/19	30
Task 3. Active Controls and Treatment	1/19/19	3/29/19	50
Task 4. Plans, Specifications, and Estimates	1/20/19	10/26/19	200
4.1 Design Development 50%	1/20/19	4/13/19	60
4.2 Design Development 75%	4/28/19	7/20/19	60
4.3 Design Development 100%	8/4/19	10/26/19	60
PHASE 1 - BID & AWARD	10/27/19	4/25/20	130
PHASE 1 - CONSTRUCTION - 1.1 acres	4/26/20	12/5/20	160
PHASE 2 - DESIGN DRAWINGS	4/26/20	4/12/21	251
Task 1. Project Management	4/26/20	4/12/21	251
Task 2. Additional Site Investigations	4/27/20	6/7/20	30
Task 3. Active Controls and Treatment	5/11/20	7/19/20	50
Task 4. Plans, Specifications, and Estimates	5/12/20	4/12/21	240
4.1 Design Development 50%	5/12/20	9/14/20	90
4.2 Design Development 75%	9/29/20	1/4/21	70
4.3 Design Development 100%	1/19/21	4/12/21	60
PHASE 2 - BID & AWARD	4/13/21	10/11/21	130
PHASE 2 - CONSTRUCTION - 1.9 acres	10/12/21	12/5/22	300
PHASE 3 - DESIGN DRAWINGS	10/12/21	8/3/22	212
Task 1. Project Management	10/12/21	8/3/22	212
Task 2. Additional Site Investigations	10/13/21	11/23/21	30
Task 3. Active Controls and Treatment	10/27/21	1/4/22	50
Task 4. Plans, Specifications, and Estimates	10/28/21	8/3/22	200
4.1 Design Development 50%	10/28/21	1/19/22	60
4.2 Design Development 75%	2/3/22	4/27/22	60
4.3 Design Development 100%	5/12/22	8/3/22	60
PHASE 3 - BID & AWARD	8/4/22	2/1/23	130
PHASE 3 - CONSTRUCTION - 1.2 acres	2/2/23	1/31/24	260

4.3 COST ANALYSIS

The cost analysis is utilized as a tool to ensure the preliminary design are within the amount of funds available to the project. If the cost analysis indicates that the project is not feasible, then the design will need to be adjusted to bring it within the project budget, while still meeting the project goals. The cost analysis was developed using various sources of information, as well as the Cost Estimator's judgment. A summary of the total costs is included in Table 4-1.

Table 4-1. Total Project Cost

Cost Component	Phase 1	Phase 2	Phase 3
Construction	\$8,632,796	\$14,446,486	\$10,614,258
Predesign (3.5% of construction)	\$302,148	\$505,627	\$371,499
Design (10% of construction)	\$863,280	\$1,444,649	\$1,061,426
Construction Management (10% of construction)	\$863,280	\$1,444,649	\$1,061,426
Capital Cost Subtotal	\$10,661,504	\$17,841,411	\$13,108,609

4.3.1 Construction Cost

The construction costs entail the various components of the projects that a Contractor would construct for the City. Construction costs do not include items of work not directly performed by the Contractor, such as a City's construction management during construction. The construction costs were developed using various sources of cost information. The estimated total construction costs for each of the three phases of the proposed BMPs are listed respectively in Table 4-2, Table 4-3, and Table 4-4. Estimated costs provided for construction bid items only. For example, estimates for materials testing, staking, and construction management are not included. Unit costs are based on Caltrans historical data and RS Means 2008 cost data where available. The costs are approximately adjusted to 2016 dollars based on the Caltrans Construction Cost Index and RS Means Historical Cost Indexes, respectively. Quantities are approximated based on the conceptual site plan presented in Section 2.1.

Table 4-2 Construction Costs, Phase 1.

JOHN ANSON FORD PARK COST ESTIMATE

Client: Gateway Watershed Management Authority
 Project: Feasibility Study for the Los Angeles River Upper Reach 2 WMP
 John Anson Ford Park, Phase 1
 Status: Preliminary Engineering Design

Prepared by: EAP
 Checked by: JLF

Date: Dec. 19, 2016

Description	Qty	Unit	Unit Price	Total
Miscellaneous				\$211,153
Mobilization / Demobilization (3% of Costs)	1	LS	\$201,153.00	\$201,153
Traffic Control	1	LS	\$10,000.00	\$10,000
Storm Drain Diversion and Pretreatment				\$227,605
Diversion Structure	1	LS	\$50,000.00	\$50,000
Actuated Valves and Vault	1	EA	\$40,000.00	\$40,000
Pretreatment Device (35 cfs)	1	EA	\$130,000.00	\$130,000
Piping to Pretreatment (42" RCP)	5	LF	\$210.00	\$1,050
Piping to Storage (42" RCP)	10	LF	\$210.00	\$2,100
Excavation for Piping	495	CY	\$9.00	\$4,455
Site Preparation and Demolition - Existing Park Area				\$159,007
Concrete Walkway and Sidewalk Removal	4,800	SF	\$3.50	\$16,800
Concrete Curb Removal	449	LF	\$5.00	\$2,243
AC Pavement Removal	32,233	SF	\$3.50	\$112,814
Light Removal	1	EA	\$1,000.00	\$1,000
Tree Removal	25	EA	\$1,000.00	\$25,400
Irrigation Removal	1	LS	\$750.00	\$750
Storage				\$5,829,343
Excavation	54,817	CY	\$9.00	\$493,353
Shoring	29,004	SF	\$20.00	\$580,077
Backfill of Sides (Aggregate)	1,009	CY	\$30.00	\$30,270
Backfill and Compaction (On-site Materials)	28,808	CY	\$9.00	\$257,470
Hauling	26,209	CY	\$30.00	\$786,278
Underground Storage (1.1 ac, 13' deep)	560,617	CF	\$6.50	\$3,644,011
Subgrade (6" Stone Base)	923	CY	\$30.00	\$27,685
Maintenance Hole	2	EA	\$5,000.00	\$10,000
Flap Gate Valve	1	EA	\$200.00	\$200
Electrical Service, Controls, Instrumentation				\$106,800
Electrical Service	1	LS	\$50,000.00	\$50,000
Control Panel and PLC Programming	1	LS	\$30,000.00	\$30,000
Conduit & Wiring	1	LS	\$9,000.00	\$9,000
NEMA 4 Junction Box, 6"x6"x6" (3 each for 480V and 120V conduits)	2	EA	\$200.00	\$400
Misc. Conduit Fittings, Elbows, Core Drilling and Sealing, etc.	1	LS	\$5,400.00	\$5,400
Exterior Lighting	1	EA	\$3,000.00	\$3,000
Instrumentation	1	LS	\$9,000.00	\$9,000
Landscape and Irrigation Modifications				\$69,340
Re-Planting/Seeding Excavation Areas	17,600	SF	\$0.50	\$8,800
Irrigation System (including all components and mainline)	17,600	SF	\$2.15	\$37,840
90-Day Plant Establishment Period	1	LS	\$10,000.00	\$10,000
Tree Planting	25	EA	\$500.00	\$12,700
Site Amenities and Improvements				\$287,989
Concrete Walkway and Sidewalk	4,800	SF	\$10.00	\$48,000
Concrete Curb	449	LF	\$26.00	\$11,661
AC Paving	32,233	SF	\$7.00	\$225,628
Parking Striping	1	LS	\$2,700.00	\$2,700



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JOHN ANSON FORD PARK COST ESTIMATE

Client: Gateway Watershed Management Authority
 Project: Feasibility Study for the Los Angeles River Upper Reach 2 WMP
 John Anson Ford Park, Phase 1
 Status: Preliminary Engineering Design

Prepared by: EAP
 Checked by: JLF
 Date: Dec. 19, 2016

Description	Qty	Unit	Unit Price	Total
Start-up, Testing, Prepare Operations & Maintenance Manuals, and Prepare Record Drawings				\$15,000
SWPPP Implementation	1	LS	\$6,000.00	\$6,000
Start-up and Testing	1	LS	\$6,000.00	\$6,000
O&M Manuals	1	LS	\$1,500.00	\$1,500
Record Drawings	1	LS	\$1,500.00	\$1,500
SUBTOTAL				\$6,906,237
	25%	Contingency =		\$1,726,559.19
	TOTAL			\$8,632,796

Notes:

- 1 This is an estimate only. These figures are supplied as a guide. Tetra Tech, Inc. is not responsible for the fluctuation in costs of labor, material, components, or unforeseen contingencies.
- 2 Estimated costs provided for construction bid items only. For example, estimates for materials testing, staking, and construction management are not included.
- 3 Unit costs are based on Caltrans historical data and RS Means 2008 cost data where available. The costs are approximately adjusted to 2016 dollars based on the Caltrans Construction Cost Index and RS Means Historical Cost Indexes, respectively.
- 4 Quantities are approximated based on Google Earth imagery.

Assumptions:

- 1 An inside storage depth of 13 feet was assumed for the underground storage reservoir.
- 2 Electrical requirements are unknown. Therefore, electrical components, quantities, and costs were assumed.
- 3 Excavated soils are suitable for backfill and are non-hazardous.

Table 4-3. Construction Costs, Phase 2.

JOHN ANSON FORD PARK COST ESTIMATE

Client: Gateway Watershed Management Authority
 Project: Feasibility Study for the Los Angeles River Upper Reach 2 WMP
 John Anson Ford Park, Phase 2
 Status: Preliminary Engineering Design

Prepared by: EAP
 Checked by: JLF

Date: Dec. 19, 2016

Description	Qty	Unit	Unit Price	Total
Miscellaneous				\$346,618
Mobilization / Demobilization (3% of Costs)	1	LS	\$336,618.00	\$336,618
Traffic Control	1	LS	\$10,000.00	\$10,000
Storm Drain Diversion and Pretreatment				\$177,605
Actuated Valves and Vault	1	EA	\$40,000.00	\$40,000
Pretreatment Device (35 cfs)	1	EA	\$130,000.00	\$130,000
Piping to Pretreatment (42" RCP)	5	LF	\$210.00	\$1,050
Piping to Storage (42" RCP)	10	LF	\$210.00	\$2,100
Excavation for Piping	495	CY	\$9.00	\$4,455
Site Preparation and Demolition - Existing Park Area				\$271,148
Concrete Walkway and Sidewalk Removal	2,730	SF	\$3.50	\$9,555
Concrete Curb Removal	1,047	LF	\$5.00	\$5,233
AC Pavement Removal	62,575	SF	\$3.50	\$219,011
Light Removal	2	EA	\$1,000.00	\$2,000
Tree Removal	34	EA	\$1,000.00	\$33,600
Irrigation Removal	1	LS	\$1,750.00	\$1,750
Storage				\$10,042,511
Excavation	94,683	CY	\$9.00	\$852,147
Shoring	49,154	SF	\$20.00	\$983,070
Backfill of Sides (Aggregate)	1,742	CY	\$30.00	\$52,260
Backfill and Compaction (On-site Materials)	49,413	CY	\$9.00	\$444,719
Hauling	45,270	CY	\$30.00	\$1,358,092
Underground Storage (1.9 ac, 13' deep)	968,339	CF	\$6.50	\$6,294,204
Subgrade (6" Stone Base)	1,594	CY	\$30.00	\$47,819
Maintenance Hole	2	EA	\$5,000.00	\$10,000
Flap Gate Valve	1	EA	\$200.00	\$200
Electrical Service, Controls, Instrumentation				\$91,400
Control Panel and PLC Programming	1	LS	\$30,000.00	\$30,000
Conduit & Wiring	1	LS	\$21,000.00	\$21,000
NEMA 4 Junction Box, 6"x6"x6" (3 each for 480V and 120V conduits)	4	EA	\$200.00	\$800
Misc. Conduit Fittings, Elbows, Core Drilling and Sealing, etc.	1	LS	\$12,600.00	\$12,600
Exterior Lighting	2	EA	\$3,000.00	\$6,000
Instrumentation	1	LS	\$21,000.00	\$21,000
Landscape and Irrigation Modifications				\$94,075
Re-Planting/Seeding Excavation Areas	23,500	SF	\$0.50	\$11,750
Irrigation System (including all components and mainline)	23,500	SF	\$2.15	\$50,525
90-Day Plant Establishment Period	1	LS	\$15,000.00	\$15,000
Tree Planting	34	EA	\$500.00	\$16,800
Site Amenities and Improvements				\$498,831
Concrete Walkway and Sidewalk	2,730	SF	\$10.00	\$27,300
Concrete Curb	1,047	LF	\$26.00	\$27,209
AC Paving	62,575	SF	\$7.00	\$438,022
Parking Striping	1	LS	\$6,300.00	\$6,300



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JOHN ANSON FORD PARK COST ESTIMATE

Client: Gateway Watershed Management Authority
 Project: Feasibility Study for the Los Angeles River Upper Reach 2 WMP
 John Anson Ford Park, Phase 2
 Status: Preliminary Engineering Design

Prepared by: EAP
 Checked by: JLF

Date: Dec. 19, 2016

Description	Qty	Unit	Unit Price	Total
Start-up, Testing, Prepare Operations & Maintenance Manuals, and Prepare Record Drawings				\$35,000
SWPPP Implementation	1	LS	\$14,000.00	\$14,000
Start-up and Testing	1	LS	\$14,000.00	\$14,000
O&M Manuals	1	LS	\$3,500.00	\$3,500
Record Drawings	1	LS	\$3,500.00	\$3,500
SUBTOTAL				\$11,557,188

25% Contingency = \$2,889,297.12

TOTAL \$14,446,486

Notes:

- 1 This is an estimate only. These figures are supplied as a guide. Tetra Tech, Inc. is not responsible for the fluctuation in costs of labor, material, components, or unforeseen contingencies.
- 2 Estimated costs provided for construction bid items only. For example, estimates for materials testing, staking, and construction management are not included.
- 3 Unit costs are based on Caltrans historical data and RS Means 2008 cost data where available. The costs are approximately adjusted to 2016 dollars based on the Caltrans Construction Cost Index and RS Means Historical Cost Indexes, respectively.
- 4 Quantities are approximated based on Google Earth imagery.

Assumptions:

- 1 An inside storage depth of 13 feet was assumed for the underground storage reservoir.
- 2 Electrical requirements are unknown. Therefore, electrical components, quantities, and costs were assumed.
- 3 Excavated soils are suitable for backfill and are non-hazardous.

Table 4-4 Construction Costs, Phase 3.

JOHN ANSON FORD PARK COST ESTIMATE

Client: Gateway Watershed Management Authority
 Project: Feasibility Study for the Los Angeles River Upper Reach 2 WMP
 John Anson Ford Park, Phase 3
 Status: Preliminary Engineering Design

Prepared by: EAP
 Checked by: JLF

Date: Dec. 19, 2016

Description	Qty	Unit	Unit Price	Total
Miscellaneous				\$257,323
Mobilization / Demobilization (3% of Costs)	1	LS	\$247,323.00	\$247,323
Traffic Control	1	LS	\$10,000.00	\$10,000
Site Preparation and Demolition - Existing Park Area				\$204,175
Concrete Curb Removal	1,035	LF	\$5.00	\$5,175
AC Pavement Removal	49,000	SF	\$3.50	\$171,500
Tree Removal	26	EA	\$1,000.00	\$26,000
Irrigation Removal	1	LS	\$1,500.00	\$1,500
Storage				\$7,474,226
Excavation	76,560	CY	\$9.00	\$689,040
Shoring	57,024	SF	\$20.00	\$1,140,480
Backfill of Sides (Aggregate)	2,012	CY	\$30.00	\$60,360
Backfill and Compaction (On-site Materials)	39,955	CY	\$9.00	\$359,595
Hauling	36,605	CY	\$30.00	\$1,098,143
Underground Storage (1.2 ac, 13' deep)	611,583	CF	\$6.50	\$3,975,290
Subgrade (6" Stone Base)	1,289	CY	\$30.00	\$38,666
Maintenance Hole	2	EA	\$5,000.00	\$10,000
Flap Gate Valve	1	EA	\$200.00	\$200
Connector Pipe (24" RCP)	683	LF	\$150.00	\$102,450
Electrical Service, Controls, Instrumentation				\$60,000
Conduit & Wiring	1	LS	\$20,000.00	\$20,000
Misc. Conduit Fittings, Elbows, Core Drilling and Sealing, etc.	1	LS	\$10,000.00	\$10,000
Instrumentation	1	LS	\$30,000.00	\$30,000
Landscape and Irrigation Modifications				\$69,773
Re-Planting/Seeding Excavation Areas	17,650	SF	\$0.50	\$8,825
Irrigation System (including all components and mainline)	17,650	SF	\$2.15	\$37,948
90-Day Plant Establishment Period	1	LS	\$10,000.00	\$10,000
Tree Planting	26	EA	\$500.00	\$13,000
Site Amenities and Improvements				\$375,910
Concrete Curb	1,035	LF	\$26.00	\$26,910
AC Paving	49,000	SF	\$7.00	\$343,000
Parking Striping	1	LS	\$6,000.00	\$6,000
Start-up, Testing, Prepare Operations & Maintenance Manuals, and Prepare Record Drawings				\$50,000
SWPPP Implementation	1	LS	\$20,000.00	\$20,000
Start-up and Testing	1	LS	\$20,000.00	\$20,000
O&M Manuals	1	LS	\$5,000.00	\$5,000
Record Drawings	1	LS	\$5,000.00	\$5,000
SUBTOTAL				\$8,491,406

25% Contingency = \$2,122,851.61

TOTAL \$10,614,258

Notes:

- 1 This is an estimate only. These figures are supplied as a guide. Tetra Tech, Inc. is not responsible for the fluctuation in costs of labor, material, components, or unforeseen contingencies.
- 2 Estimated costs provided for construction bid items only. For example, estimates for materials testing, staking, and construction management are not included.
- 3 Unit costs are based on Caltrans historical data and RS Means 2008 cost data where available. The costs are approximately adjusted to 2016 dollars based on the Caltrans Construction Cost Index and RS Means Historical Cost Indexes, respectively.
- 4 Quantities are approximated based on Google Earth imagery.

Assumptions:

- 1 An inside storage depth of 13 feet was assumed for the underground storage reservoir.
- 2 Electrical requirements are unknown. Therefore, electrical components, quantities, and costs were assumed.
- 3 Excavated soils are suitable for backfill and are non-hazardous.



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4.3.2 Operations & Maintenance Cost

The operations and maintenance costs were developed on the basis that a service contractor would maintain the various components of the system. Operation of the system during wet weather and dry weather events will be managed by the City. Operations of the diversion structure will incorporate coordination and notifications to the Los Angeles County Flood Control District to ensure that there will be no effect to the flood control conveyance system operation. Table 4-5 estimates operations and maintenance costs on an annual basis.

Table 4-5. Annual Estimated Operations & Maintenance Costs

JOHN ANSON FORD PARK OPERATIONS AND MAINTENANCE ESTIMATE

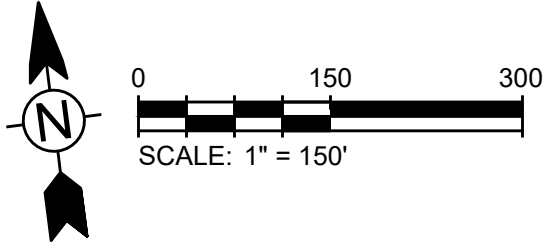
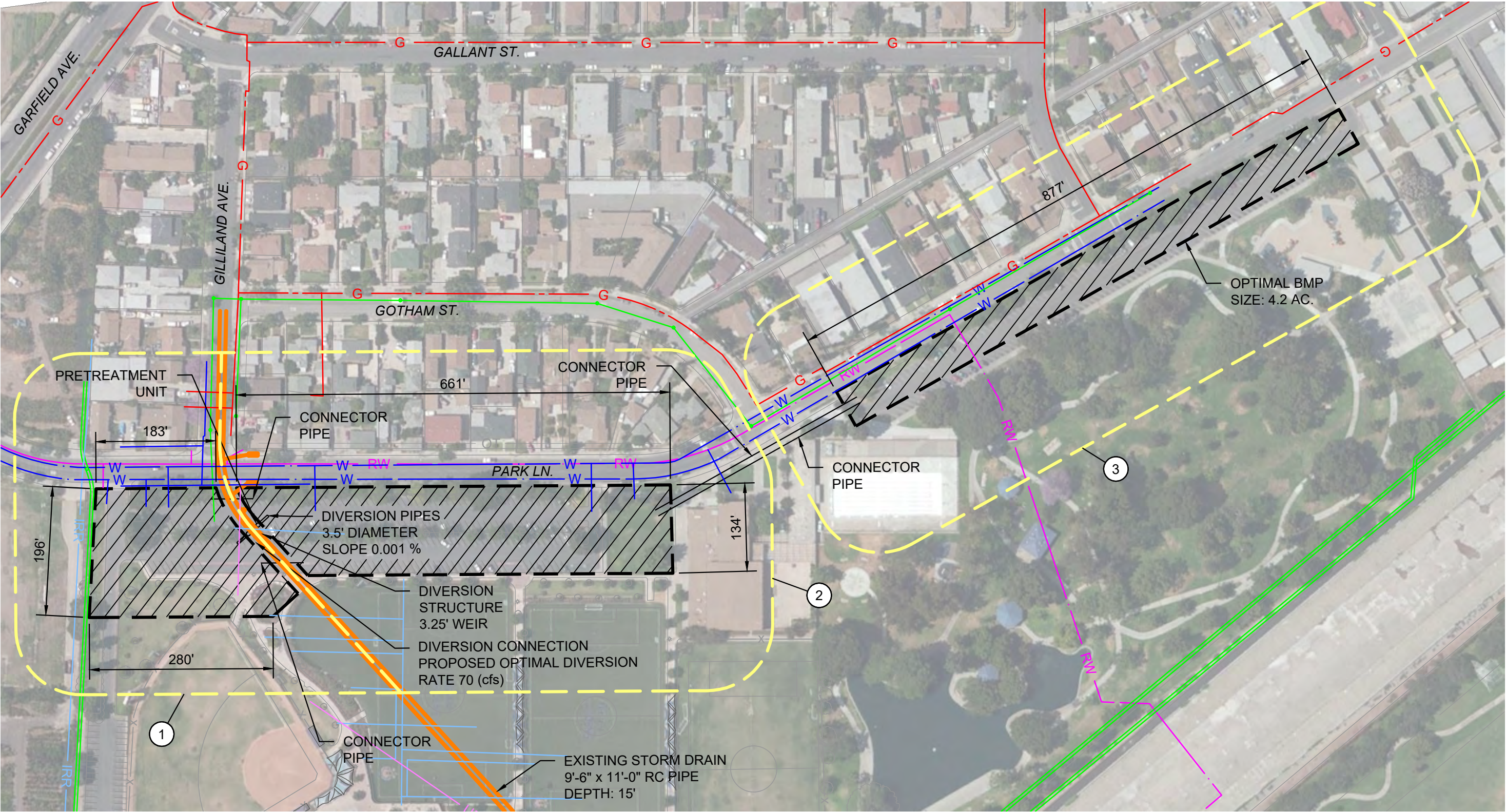
Client: Gateway Watershed Management Authority
 Project: Feasibility Study for the Los Angeles River Upper Reach 2 WMP
 John Anson Ford Park
 Operations and Maintenance (Annual Estimate)

Prepared by: EA
 Checked by: JLF

Date: Jan. 19, 2017

Description	Frequency	No. of Times per Year	Unit Price	Total
Common Maintenance Items				\$6,600
Vacuum Truck Rental	4x per year	4	\$1,650	\$6,600
Channel Diversion and Pretreatment				\$2,250
Diversion Structure - Inspection and Cleaning	Bi-annually	2	\$250	\$500
Pretreatment Device - Vacuum	Bi-annually	2	\$875	\$1,750
Storage				\$56,000
Dry Season Inspection and Cleaning (Vacuum)	Annually	1	\$14,000	\$14,000
Wet Season Inspection and Cleaning (Vacuum)	Monthly	3	\$14,000	\$42,000
TOTAL				\$64,850

EXHIBIT A: SITE PLAN



LEGEND			
— SD	(E) STORM DRAIN	— IRR	(E) IRRIGATION LINE
— SS	(E) SANITARY SEWER	— G	(E) GAS LINE
— W	(E) WATER LINE	— UE	(E) UNDERGROUND ELECTRIC
— RW	(E) RECYCLED WATER LINE		
		①	PHASE - SEE SPECIFICATIONS FOR PHASING PLAN DESCRIPTION


 TETRA TECH www.tetrattech.com 3475 E. Foothill Blvd Pasadena, CA 91107 Phone: (626) 351-4664 Fax: (626) 351-5291	GATEWAY WATER MANAGEMENT AUTHORITY		Project No.: SDG-T35805
	FEASIBILITY STUDY FOR THE LOS ANGELES RIVER UPPER REACH 2 WATERSHED MANAGEMENT PROGRAM		Date: 10/14/2016
	JOHN ANSON FORD PARK CONCEPTUAL SITE PLAN BMP FOOTPRINT ALTERNATIVES		Designed By: JW
			Supplemental EH-1

EXHIBIT B: FACT SHEET

CONCEPT SITE DESCRIPTION: JOHN ANSON FORD PARK			
Landowner	City of Bell Gardens	Latitude	33°57'29.5"N
Date of Field Visit	06/02/2016	Longitude	118°09'14.2"W
Field Visit Personnel	JW, PS	Street Address	8000 Park Lane Bell Gardens, CA 90201
Major Watershed	Upper Los Angeles River	Available Area, acres	12.5

Existing Site Description: The existing site consists of multiple athletic fields including two baseball/softball fields and soccer fields. Two of the soccer fields are high quality synthetic turf. The athletic fields experience high use year round and draw groups from outside of the community. Two existing parking lots are experiencing rapid degradation and are in need of repair. Proposed BMPs will focus on diverting stormwater flow from the double box culvert storm drain passing through the park.

WATERSHED CHARACTERISTICS		BMP CHARACTERISTICS	
Drainage Area, acres	2,295	Proposed BMP	Underground Storage/Infiltration Facility
Impervious Drainage Area, %	78%	Soil Type	Hanford/Tujunga Fine Sandy Loam
BMP footprint area	4.2 acres	Field-measured composite Soil infiltration rate	1.7 in/hr
Media &Gravel Depth	2 ft	Depth to groundwater	40-50 ft
Ponding Depth	10 ft		

Proposed BMP Description: The proposed BMP will provide pollutant reduction and flood protection, with minimal interference with the sports complex within the park. The proposed BMP will be placed primarily beneath the parking lots on the northern edge of the park. The storage facility and diversion structure are designed to capture a significant portion of the 90th percentile critical-day zinc loading of the park’s drainage area. The project will be implemented in three phases, to minimize the disruption to the park’s recreational use.



Phase 1 Area of Proposed BMP Site



Phase 2 Area of Proposed BMP Site



Phase 3 Area of Proposed BMP Site

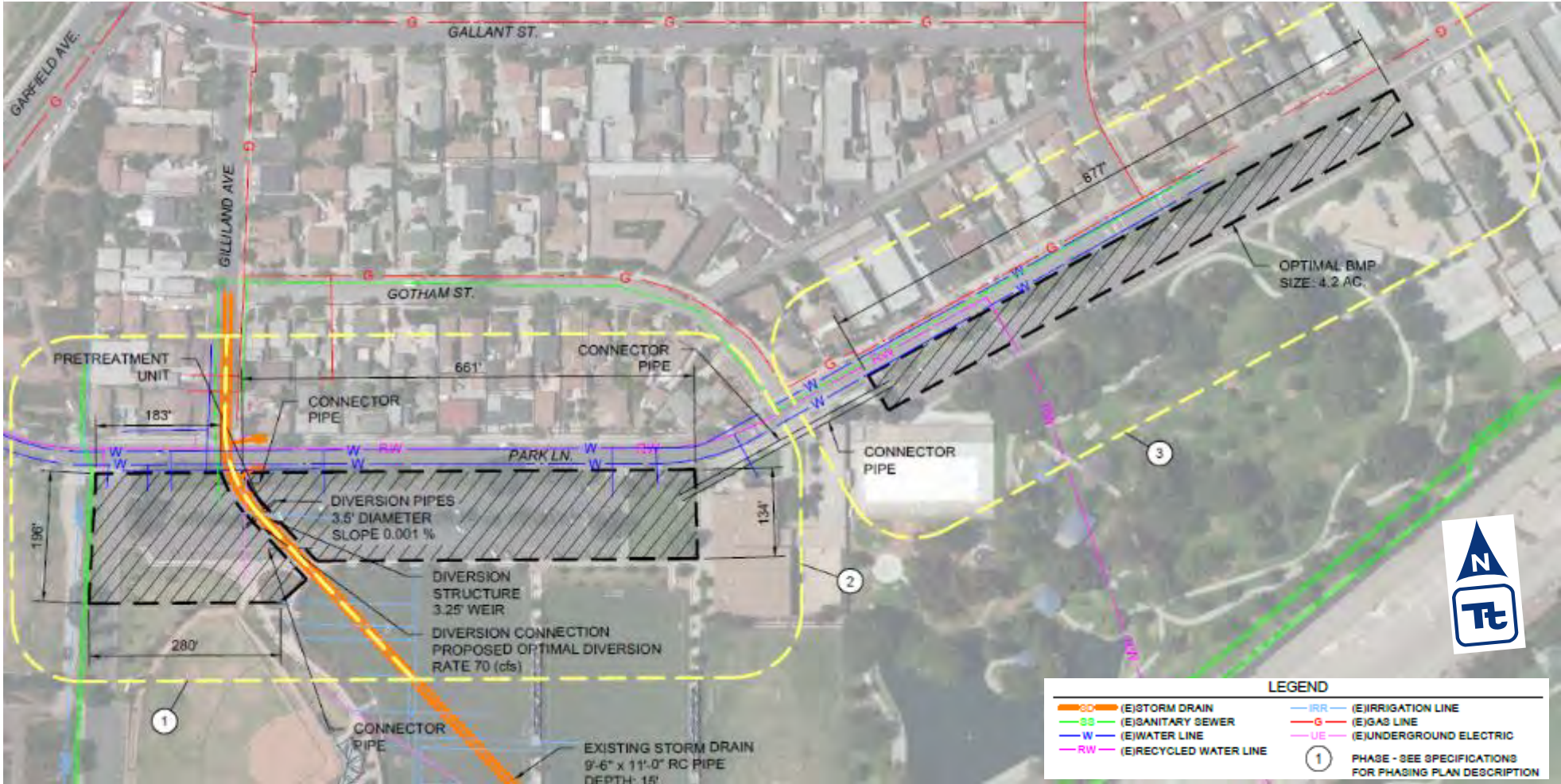


BEST MANAGEMENT PRACTICE CONCEPTUAL DESIGNS FOR
JOHN ANSON FORD PARK: REGIONAL CONTROL MEASURE



JOHN ANSON FORD PARK CONCEPTUAL SITE PLAN: BMP FOOTPRINT ALTERNATIVES

Attachment B- Feasibility Study

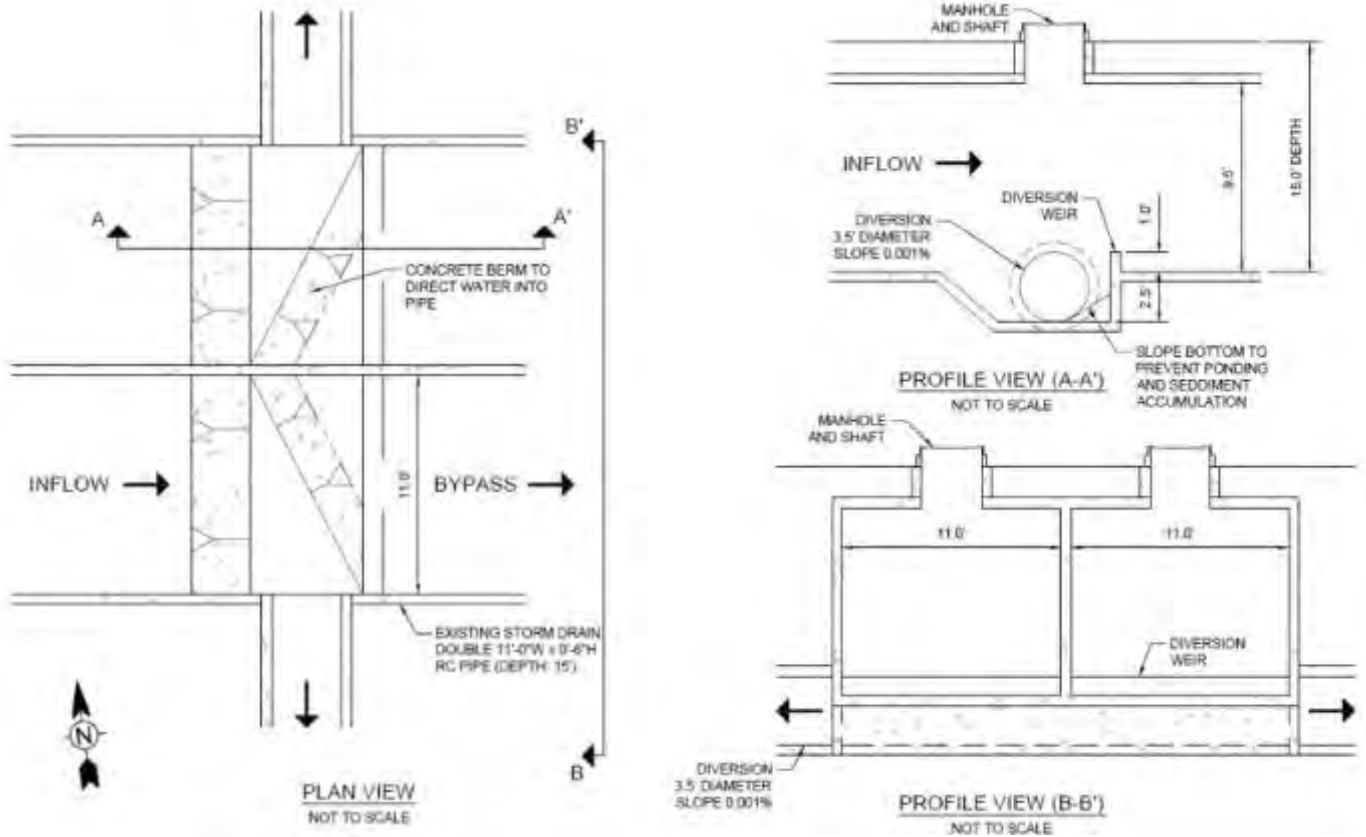


PROJECT CHARACTERISTICS

DESIGN CRITERIA	90 TH %-ILE CRITICAL DAY ZINC, CRITICAL-YEAR BACTERIA
STORAGE CAPACITY, AC-FT	42
DESIGN DIVERSION RATE, CFS	70
DIVERSION TYPE	CHANNEL DIVERSION, WITH WEIR
PLANNING-LEVEL ESTIMATED COST (SEE NEXT SHEET)	\$33,967,801

BEST MANAGEMENT PRACTICE CONCEPTUAL DESIGNS FOR
JOHN ANSON FORD PARK: REGIONAL CONTROL MEASURE

JOHN ANSON FORD PARK CONCEPTUAL SITE PLAN: DIVERSION STRUCTURE



TYPICAL STORMTRAP SUBSURFACE SYSTEM



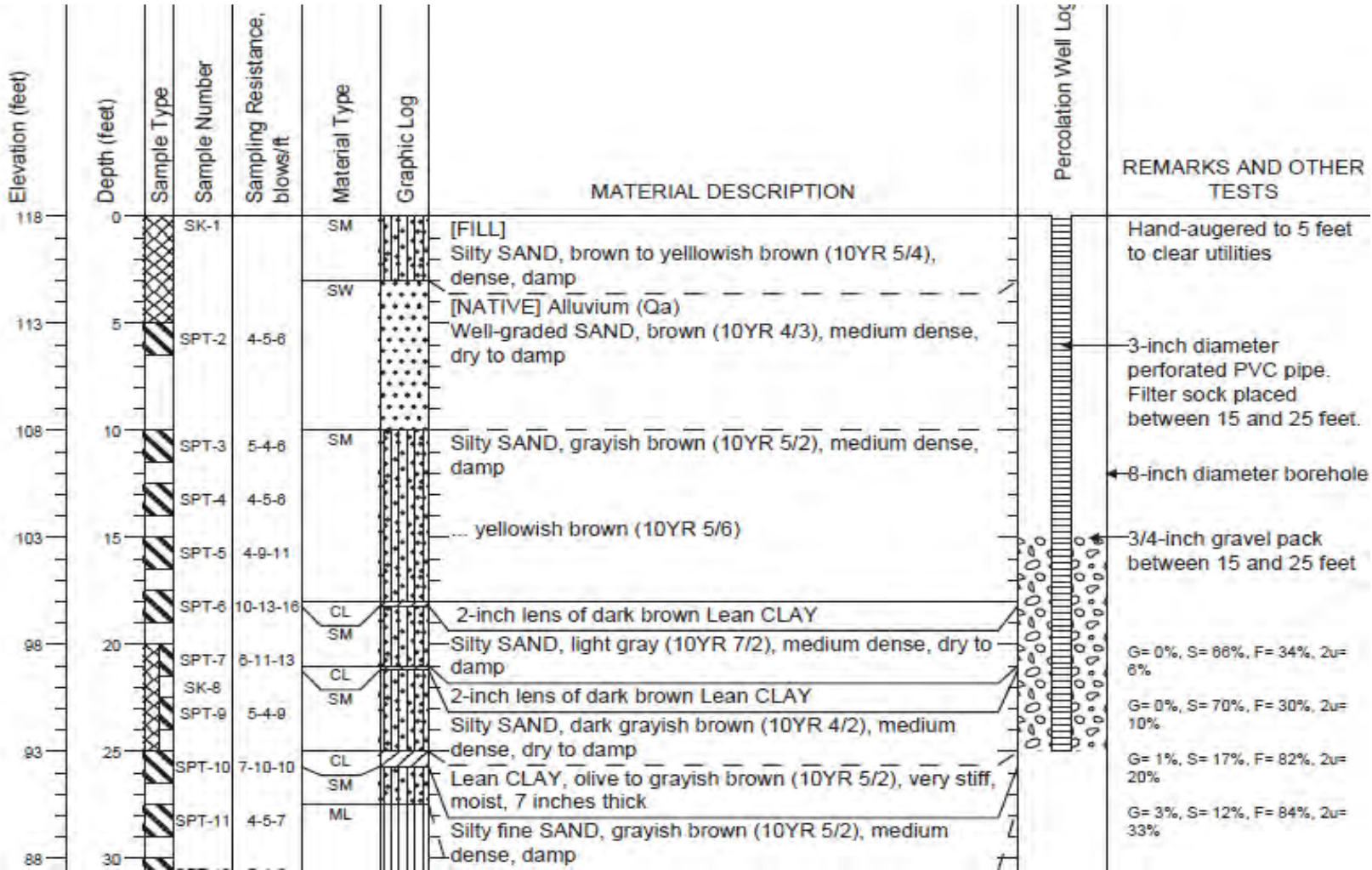
Source: County of Los Angeles





Description	Phase 1	Phase 2	Phase 3	Total
Miscellaneous	\$211,153	\$346,618	\$7,678,401	\$8,236,172
Storm Drain Diversion and Pretreatment	\$227,605	\$177,605	-	\$405,210
Site Preparation and Demolition - Existing Park Area	\$159,007	\$271,148	\$204,175	\$634,330
Storage	\$5,829,343	\$10,042,511	\$7,474,226	\$23,346,080
Electrical Service, Controls, Instrumentation	\$106,800	\$91,400	\$60,000	\$258,200
Landscape and Irrigation Modifications	\$69,340	\$94,075	\$69,773	\$233,188
Site Amenities and Improvements	\$287,989	\$498,831	\$375,910	\$1,162,730
Start-up, Testing, Prepare Operations & Maintenance Manuals, and Prepare Record Drawings	\$15,000	\$35,000	\$50,000	\$100,000
SUBTOTAL	\$6,906,237	\$11,557,188	\$8,491,406	\$26,954,832
25% Contingency	\$1,726,559	\$2,889,297	\$2,122,852	\$6,738,708
TOTAL	\$8,632,796	\$14,446,486	\$10,614,258	\$33,693,540

SOIL BORING FROM GEOTECHNICAL INVESTIGATION



TYPICAL HYDRODYNAMIC SEPARATOR PRETREATMENT DEVICE

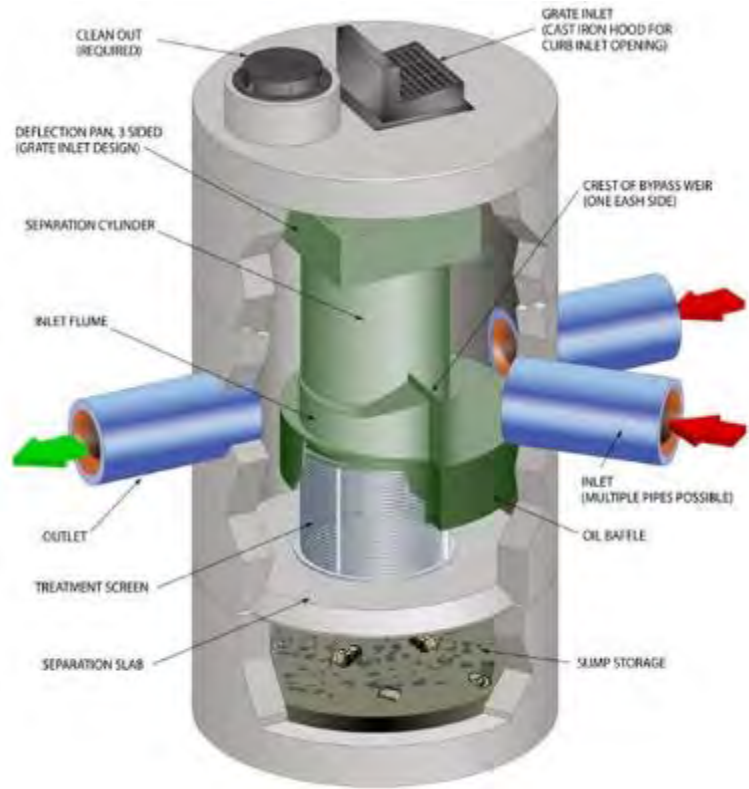


EXHIBIT C: GEOTECHNICAL INVESTIGATION AND INFILTRATION TESTING REPORT



Geotechnical Engineering • Engineering Geology

Preliminary Geotechnical Investigation and Infiltration Testing Report

JOHN ANSON FORD PARK
City of Bell Gardens, California



Prepared for:

Tetra Tech
3475 E. Foothill Blvd
Pasadena, CA 91107

Prepared by:

Tetra Tech BAS GeoScience
1360 Valley Vista Drive
Diamond Bar, California 91765

November 4
Project No. TET 16-91E



Project No. TET 16-91E
November 4, 2016

Mr. Oliver Galang
Tetra Tech
3475 E. Foothill Blvd
Pasadena, CA 91107

Subject: **PRELIMINARY GEOTECHNICAL INVESTIGATION
AND INFILTRATION TESTING REPORT
JOHN ANSON FORD PARK
8000 Park Lane
City of Bell Gardens, California**

Dear Mr. Galang:

Presented herein is Tetra Tech BAS GeoScience's geotechnical investigation and infiltration testing report for the proposed stormwater capture and infiltration system at John Anson Ford Park located at 8000 Park Lane, City of Bell Gardens, California. This report summarizes the results of our geotechnical investigation to characterize the soils below the invert of the proposed infiltration facilities and the results of the boring percolation testing. This report is a stand-alone document and is intended to provide preliminary geotechnical parameters to determine the feasibility of the infiltration system and its conceptual design.

We appreciate the opportunity to provide our professional services on this project. If you have any questions regarding this report or if we can be of further service, please do not hesitate to contact the undersigned.

Respectfully submitted,
Tetra Tech BAS GeoScience

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Appendix C – Logs of Percolation Testing

1. INTRODUCTION

This report presents the results of Tetra Tech BAS GeoScience's preliminary geotechnical engineering evaluation for the proposed stormwater capture and infiltration facilities to be located at John Anson Ford Park at 8000 Park Lane, City of Bell Gardens, California (see Figure 1). The proposed facilities will be located along the northern boundary of the park currently used as parking lots. These parking lots are located adjacent to Park Lane and Scout Avenue (see Figure 2).

2. SCOPE OF WORK

Tetra Tech BAS GeoScience's scope of services for this project consisted of the following tasks:

- Review of readily available background data in the vicinity of the proposed infiltration facilities.
- Perform a reconnaissance site visit to observe ground conditions and mark boring locations.
- Coordinate with the City of Bell Gardens engineering staff, park personnel, and Underground Service Alert (USA) for clearance of buried on-site utilities prior to drilling.
- Conduct a subsurface investigation, including excavating, logging, and sampling of one soil exploratory boring to a maximum depth of 46.5 feet.
- Install one percolation boring within 5 to 10 feet of the soil exploratory boring, and perform a boring percolation test in general accordance with the County of Los Angeles guidelines GS200.1 (2014).
- Abandon the exploratory and percolation borings in accordance with Los Angeles County Department of Public Health (LACDPH) requirements.
- Perform laboratory testing of selected samples recovered from the exploratory boring to preliminarily evaluate geotechnical engineering properties of the on-site soils.
- Evaluate the geotechnical data collected to develop preliminary recommendations for the suitability of the infiltration facilities at the site at the tested depths.
- Prepare this written report documenting the work performed, physical data acquired, and preliminary geotechnical recommendations for the initial screening of the proposed infiltration facilities.

3. PROJECT DESCRIPTION

The Gateway Water Management Authority is in the process of implementing a watershed management program that establishes the reduction of pollutants through a strategy that includes water capture and infiltration, as well as water capture and use. The Gateway Water Management Authority has identified in its Water Management Plan (WMP) 6 regional projects that will include the following capture/infiltration Best Management Practices (BMPs):

1. John Anson Ford Park in the City of Bell Gardens.
2. Randolph Street Green Rail Trail in the City of Maywood.
3. LADPW Transmission Easement in the City of Vernon.
4. Rosewood Park in the City of Commerce.
5. Lugo Park in the City of Cudahy.
6. Salt Lake Park in Huntington Park.

This report addresses the preliminary design for the capture/infiltration BMP at John Anson Ford Park in the City of Bell Gardens. Some of the anticipated design parameters of the capture/infiltration BMP are listed in Table 1.

Table 1
BMP General Description

BMP Name	City	Approximate Footprint Area (square feet/acres)	Approximate Length (feet/miles)	Water Design Volume (acre-feet/cubic feet)	Assumed Depth of Invert (feet)
John Anson Ford Park	Bell Gardens	544,500 / 12.5	N/A	72 / 3,124,000	20-25

The objectives of the project include:

- Capturing dry-weather runoff during dry weather;
- Capturing at least the first flush of wet-weather run-off to reduce the load of pollutants transported downstream.

The purpose of this preliminary investigation was to determine the characteristics of the subsurface materials below the invert of the proposed infiltration facilities at the site and to determine the infiltration rates of the subsurface materials at and immediately below the invert for preliminary screening and for developing conceptual design for the infiltration facilities. The invert of the proposed infiltration facilities is expected to be at a depth of about 20-25 feet below the current grade.

4. SUBSURFACE EXPLORATION

The subsurface soil and groundwater conditions beneath the site were explored on July 12, 2016 and included the drilling, logging, and sampling of one hollow stem auger exploratory boring B-1 located in the general area of the proposed capture/infiltration facility. In addition, one percolation boring denoted P-1 was excavated on the same date within 5 to 10 feet of the exploratory boring.

Prior to starting the field exploration program, a field reconnaissance was conducted to observe surface conditions and to mark the locations of the planned boreholes. Underground Service Alert and City of Bell Gardens personnel were notified of the boring locations at least 48 hours prior to drilling.

The hollow stem auger borings were excavated using a truck-mounted drill rig equipped with an 8-inch diameter auger at the approximate locations indicated on Figure 2 - Project Layout and Boring Location Map. The exploratory boring was advanced to a depth of approximately 46.5 feet, i.e., about 20-25 feet below the depth of the proposed infiltration facility invert. The percolation boring was drilled to a depth of 25 feet.

Bag samples were retrieved at selected depths during drilling of the exploratory borings. Standard Penetration Testing (SPT) was performed using an SPT sampler driven by an automatic 140-pound hammer with a drop of 30 inches in general accordance with ASTM D1586. The hammer calibration record indicates an energy transfer ratio of 82 percent. Continuous sampling was carried out at B-1 between the depths of 10 and 30 feet to better characterize the hydraulic properties of the materials within 5 to 10 feet below the invert of the proposed infiltration facility.

The soil boring was surface-logged by a Registered Engineering Geologist in general accordance with the visual-manual procedure for description and identification of soils, ASTM D2488. The engineering geologist prepared the recovered samples for subsequent reference and laboratory testing. At the completion of drilling the exploratory and percolation borings were backfilled with cement-bentonite grout in accordance with LACDPH requirements. The soil boring log is presented in Appendix A. A schematic of the installation of the percolation boring is also included in the soil boring log.

5. LABORATORY TESTING

Laboratory tests were performed on selected samples recovered from the soil borings to aid in the classification of soils and to evaluate pertinent engineering properties of the soils at the site. The following test was performed:

- Particle Size Analysis of Soils, ASTM D422

Results of the laboratory test are presented in Appendix B. For ease of referral to the soil profile, the laboratory results have also been included on the boring log in Appendix A.

6. SUBSURFACE CONDITIONS

6.1. Regional Geology

The subject site lies 0.9 miles east of the Los Angeles River within the southern coastal plain of the greater Los Angeles Basin. The Los Angeles Basin is located within Peninsular Ranges geomorphic province characterized as a low-lying plain that rises gently inland to the surrounding mountains and hills including the Santa Monica and San Gabriel Mountains to the north, Puente Hills to the northeast, the Santa Ana Mountains to the southeast, and the San Joaquin hills to the south. The Peninsular Range is dominated by northwest-southeast trending blocks separated by similar trending strike-slip faults. The Los Angeles Basin is approximately 50 miles long and 25 miles wide and is an active structural depression that is still receiving sediment eroded from surrounding hills and mountains. The Basin contains marine and continental deposits approximately 33,000 feet thick of Miocene to early Pleistocene age Repetto, Pico, San Pedro, and Lakewood Formations and Miocene-age Monterey and Puente Formations. These rocks are overlain by unconsolidated and semi-consolidated Quaternary marine and continental sediments (see Figure 3 - Geology Map). The marine and continental sediments all rest on Mesozoic schist basement complex.

The Los Angeles Basin contains 4 structural divisions: the southwestern block, the northwestern block, the northeastern block, and the central block. The subject site is located within the central block. The central block of the Los Angeles Basin is bounded on the southwest by the Newport-Inglewood fault zone, to the north northwest by the Santa Monica fault zone and to the northeast by Whittier-Elsinore fault zone. The structural trend of these faults have produced a combination of localized faults and folds within the basin including the Puente Hills, Elysian Hills and Coyote Hills faults.

The site lies between 2 active faults, mapped by the U.S. Geologic Survey, the Newport-Inglewood fault zone and the Whittier-Elsinore fault zones. These faults lie approximately 7.2 and 6.1 miles southwest and northeast of the subject site, respectively. Displacement along Newport-Inglewood fault has been estimated to be as great as 5,000 feet of right-lateral offset, and 4,000 feet of vertical offset. A magnitude 6.4 earthquake, the Long Beach earthquake, occurred on this fault in 1933 (Norris and Web, 1990).

6.2. Site Geology

Based on a review of existing geologic literature and subsurface exploration, the site is underlain by younger alluvial fan deposits associated with the Los Angeles Basin of Holocene to Late Pleistocene age. Based upon the findings from our subsurface investigation, the project site is mantled by artificial man-made fill soils approximately 3 feet thick. Beneath the fill, younger alluvial soils made up of sands, silty sands, and sandy silts were encountered to the base of the exploration at a depth of 46.5 feet. Generalized descriptions of the encountered units are provided below. Detailed descriptions of the encountered soil conditions are presented on the boring log in Appendix A. The findings from our exploration are in general agreement with the findings from soil explorations by others within 0.6 miles of the site including:

- Geotracker DMW-5 submitted by Stantec-BP, drilled to a depth of 85 feet on September 2005, located approximately 0.6 miles southwest of the site indicates that the subsurface soils at that location consist mainly of interspersed layers of clayey sands, silts, and silty sands to a depth of 47 feet underlain by silty sands and clean sands extending to the maximum explored depth.
- Geotracker AS/SVE-1 submitted by Stantec-BP, drilled to a depth of 74 feet on August 2005, located approximately 0.6 miles southwest of the site indicates that the subsurface soils at that location consist mainly of interspersed layers of clayey sands, silts, and silty sands to a depth of 44 feet underlain by silty sands and clean sands extending to the maximum explored depth.
- Geotracker CB-1 submitted by Wayne Perry, drilled to a depth of 71 feet on June 2008, located approximately 0.3 miles northeast of the site (on the east side of the Rio Hondo River Channel) indicates that the subsurface soils at that location consist mainly of interspersed layers of clayey sands, silts, and silty sands to a depth of 28 feet underlain by sands extending to the maximum explored depth.

6.3. Artificial Fill

Fill associated with possible grading activities at the park was encountered in the boring advanced for the current study to a depth of about 3 feet. The fill materials consisted mainly of dense silty sands.

6.4. Alluvium

Alluvial soils were encountered below the fill soils and consisted of medium dense sands and silty fine sands, with some interspersed thin lenses (up to 2 inches thick) of clay to a depth of 27.5 feet. These soils were typically dark brown to brown in color. Underlying these sandy materials was a layer of stiff silt extending to a depth of 45 feet. Underlying the silt materials a layer of silty sand was encountered for the remaining 1.5 feet of the exploration to the maximum depth of 46.5 feet.

6.5. Groundwater

According to the State of California (CDMG, 1998), the historic high groundwater level near the site has been mapped at a depth of about 8 feet (Figure 4 - Historic High Groundwater Map). During our subsurface explorations, groundwater was not encountered in the soil boring to a depth of 46.5 feet.

A review of the database from the Los Angeles County Department of Public Works (LACDPW) for nearby wells (<http://dpw.lacounty.gov/general/wells/>) and geotracker database (<http://geotracker.waterboards.ca.gov/map/>) indicates the following high groundwater depths:

- LACDPW Well ID 1543F State # 2S12W28N03 (data available from January 1950 to April 2006) located approximately 0.3 miles north of the site indicates a minimum groundwater depth of 70 feet on January 1950.

- LACDPW Well ID 1544G State # 2S12W33M01 (data available from March 1956 to October 2013) located approximately 0.3 miles south of the site (east of the Rio Hondo River channel) indicates a minimum groundwater depth of 70 feet on January 1950.
- LACDPW Well ID 1554G State # 2S12W33L03 (data available from February 1930 to June 2016) located approximately 0.3 miles south of the site (east of the Rio Hondo River channel) indicates a seemingly anomalous record consisting of a single spike of minimum groundwater depth of 22.5 feet on March 1996, and a more reliable record of minimum groundwater depth of 44.1 feet on June 1997.
- Geotracker Well SL373452448 – MW-52A1 (data available from December 2008 to January 2016) located approximately 0.6 miles to the southwest of the site indicates a minimum groundwater depth of 65 feet on April 1994.
- Geotracker Well cluster T0603702949 - MW1, MW2, and MW3 (data available only for May 2002) located approximately 0.5 miles to the northwest of the site indicates a minimum groundwater depth at these monitoring wells ranging between 48.5 and 57.6 feet.
- Geotracker Well cluster T0603703437 - MW1 through MW-11 (data available from November 2001 and November 2004) located approximately 0.7 miles to the northeast of the site (east of the Rio Hondo River channel) indicates a minimum groundwater depth of 49.7 feet on MW-1 on November 2001.

Based on the assessment of the local stratigraphy and local topography, it is our opinion that the LACDPW wells and the geotracker wells can be utilized for interpretation of the project groundwater conditions. Therefore, it is our conclusion that the groundwater at the site has been deeper than 44 feet within the last 50 years.

Fluctuations of the groundwater level, localized zones of perched water, and increased soil moisture content should be anticipated during and following the rainy season. Irrigation of landscaped areas on or adjacent to the site can also cause a fluctuation of local groundwater levels. Evaluation of such factors is beyond the scope of our services.

7. FIELD PERCOLATION TESTING

Tetra Tech BAS GeoScience performed one percolation test denoted P-1 using the boring percolation test procedure described in the LACDPW GS200.1 guidelines. P-1 boring for percolation testing was installed within 5 to 10 feet from boring B-1 to a depth of 25 feet. A 3-inch-diameter perforated PVC pipe with 5/8-inch-diameter holes was installed. The casing was wrapped in a protective cloth sock to limit the migration of soil particles. The pipe was surrounded by a free draining gravel pack. A diagram of the installed borehole used for percolation testing is included in the boring log in Appendix A.

The percolation borehole was presoaked for at least 2 hours before the test. Presoaking and infiltration testing were conducted on July 12, 2016. Initial presoaking was done by filling the boreholes with water 5 feet above the bottom of the borehole, this was done three times since the water seeped completely away within 30 minutes. The time interval between readings was subsequently changed from 30 mins to 10 mins as required by the GS 200.1. For the percolation testing an attempt was made to maintain the water level at about 3.5 feet above the bottom of the borehole. The readings to determine the water depth during the percolation tests were taken with a well sounder; at least 7 readings were taken, however testing was not completed until a stabilized drop rate was established as defined by the GS 200.1. A log of the percolation testing is included in Appendix C.

The field percolation rate expressed in inches per hour needs to be adjusted as explained below and in the percolation log. In order to account for discharge of water from the sides and the bottom of the boring (i.e. non-vertical flow) a correction factor R_f is applied. Furthermore, the field percolation rate needs to be corrected to consider the site subsurface variability using a factor CF_v (typical range between 1 and 3). A value of 3 was used herein because only one boring was drilled at the site. Lastly, a factor to account for long-term siltation, plugging and maintenance CF_s (typical range between 1 and 3) is considered. A factor CF_s of 2 has been conservatively used herein to account for long-term siltation even with some level of pretreatment.

The results of the percolation testing are summarized in Table 2. The results indicate that the design infiltration rate of about 1.7 inches/hour is higher than the minimum of 0.3 inches/hour required by the LACDPW guidelines and corresponds to soils with good permeability and good drainage characteristics. This is further confirmed by our soil exploration which consistently characterized the soils as coarse grained soils from a depth of 3 feet down to a depth of 27.5 feet.

Table 2
Adjusted Percolation Rates

Boring Percolation Test No.	Adjacent Boring No.	Infiltration Rate (inches/hour)
P1	B-1	1.7

8. ESTIMATED SATURATED PERMEABILITY

As previously discussed the herein effort is intended to provide preliminary screening information for evaluation of the suitability of this site for the proposed infiltration BMP. In order to further assist with this effort the following analyses were performed to preliminarily evaluate the effect of the deeper soil intervals that are likely to be engaged for percolation of water from the fully loaded BMP. This analysis is intended to be eventually superseded by further percolation tests. An estimate of the saturated soil field permeability at the invert level was calculated for verification purposes from the grain size distributions using the approximation based on Massmann (2003) formula:

$$\log_{10}(K_{sat}) = -1.57 + 1.9D_{10} + 0.015D_{60} - 0.013D_{90} - 2.08 f_{fines}$$

where:

- K_{sat} is the saturated permeability in cm/s
- D_{10} is the grain size in mm for which 10% of the sample is finer
- D_{60} is the grain size in mm for which 60% of the sample is finer
- D_{90} is the grain size in mm for which 90% of the sample is finer
- f_{fines} is the ratio or fraction by weight that passes the # 200 sieve

Similarly, as for the percolation testing results, the calculated saturated permeability was further adjusted using a site subsurface variability factor CF_v of 3 and a long-term siltation factor CF_s of 2. The computed permeabilities are shown in Table 3.

Table 3
Computed Permeabilities from Grain Size Distributions

Boring and Sample No.	USCS Classification	Sample Depth (ft)	Applicable Depth Interval (ft)	Computed Permeability (inches/hour)
B-1 SPT-7	SM	20-21.5	20-22.5	1.27
B-1 SPT-9	SM	22.5-24	22.5-27.5	1.51
B-1 SPT-11	ML	27.5-29	27.5-45	0.11

An equivalent saturated permeability K_{equiv} for any depth interval may be computed using the following formula:

$$K_{equiv} = \frac{d}{\sum \frac{d_n}{K_{sat_n}}}$$

where:

- K_{equiv} is the average saturated permeability over the depth range considered
- K_{sat_n} is the saturated permeability of layer n within the soil column considered

- d is the total thickness or depth of the soil column
 d_n is the thickness of layer n within the soil column considered

Although permeabilities are not directly equivalent to infiltration rates, they are usually relatively close to each other for this type of field percolation testing because hydraulic gradients during field testing are for practical purposes relatively close to 1. For comparison and calibration purposes, the saturated permeability was calculated for the soil interval tested by the herein percolation testing, i.e., for the depth interval between 22 to 26 feet. The calculated permeability is 1.5 inches/hour which matches well the tested percolation rate of 1.7 inches/hour and thus validates the calculated permeability concept.

Below a depth of 27.5 feet fine-grained materials consisting of silts were encountered. For any infiltration program that could potentially engage soils below a depth of about 27.5 feet the saturated permeability/infiltration rate would decrease significantly. This fact highlights the importance of performing further infiltration testing at the site and the need to perform proper hydrogeological modelling of the site.

9. RECOMMENDATIONS

Based on the current soil exploration program, the soils at the site below the invert of the proposed infiltration facilities were observed to range from silty sands to well graded sands with good drainage characteristics to a depth of about 27.5 feet. These soils correspond to Hydrologic Soil Group (HSG) B as described in USDA (2007). The design infiltration rate of about 1.7 inches/hour is above the minimum required infiltration rate established by the LACDPW guidelines for on-site infiltration systems of 0.3 inches/hour and therefore the soils at the site are preliminarily considered suitable for infiltration use. However, below a depth of 27.5 feet, fine-grained soils consisting mainly of silts, corresponding to HSG C, were encountered to a depth of 45 feet that could prevent effective long term infiltration. Laboratory testing confirmed the USCS field soil classifications and the HSG's classifications.

Although the historic groundwater depth has been mapped at 8 feet at the site, the available data within the last 50 years indicate that the high groundwater depth is at least 44 feet, which provides a more likely scenario for the anticipated design life of the project.

The tests performed in this investigation are preliminary in nature and therefore should only be used for preliminary screening purposes for several reasons including:

- The number of explorations and percolation testing locations is not sufficient to characterize reliably the infiltration characteristics of the soils over the whole areal extent of the proposed capture/infiltration facilities at the site.
- The length of time of the percolation testing may not have been sufficient to engage the deeper silts that could affect long term percolation rates and create potential mounding.
- The percolation testing method used in this preliminary phase does not meet LACDPW Standards for large volumes of stormwater to be infiltrated (larger than 1,337 cubic feet). For large design infiltration volumes the large scale infiltration testing method specified by the LACDPW for new percolation basins can be used, or per personal communications with the LACDPW, alternatives such as the Washington Pilot Infiltration Test (PIT) or infiltration testing using large diameter borings could be used instead.

It is recommended that if infiltration potential is considered viable at this site and will continue to be pursued based on the results of the preliminary field infiltration testing, then adequate hydrogeological modeling should be performed to verify that the facility would perform adequately under the design hydrological conditions.

10. LIMITATIONS

The preliminary recommendations and opinions expressed in this report are based on Tetra Tech BAS GeoScience's review of background documents and on information obtained from field explorations and the associated laboratory testing. It should be noted that this study did not evaluate the possible presence of hazardous materials on any portion of the site.

Conditions not observed and described in this report may be present on the site. Uncertainties relative to subsurface conditions can be reduced through additional subsurface exploration and large scale field infiltration testing. Additional subsurface evaluation, field infiltration testing, and laboratory testing can be performed upon request. It should be understood that conditions different from those anticipated in this report may be encountered during grading operations. Furthermore, it is anticipated that the results of this report will be used only for preliminary screening purposes to ascertain the viability of infiltration at the proposed site and develop preliminary conceptual plans.

Site conditions, including groundwater level, can change with time as a result of natural processes or the activities of man at the subject site or at nearby sites. Changes to the applicable laws, regulations, codes, and standards of practice may occur as a result of government action or the broadening of knowledge. The findings of this document may, therefore, be invalidated over time, in part or in whole, by changes over which Tetra Tech BAS GeoScience has no control. Therefore, this report should be reviewed and recertified if it were to be used for a project design commencing more than 1 year after the date of issuance of this report.

Tetra Tech BAS GeoScience's recommendations for this site are dependent upon appropriate quality control of the excavation for the construction of the proposed capture/infiltration BMP. Accordingly, the recommendations are made contingent upon the opportunity for Tetra Tech BAS GeoScience to review the design plans and to observe grading and BMP installation operations. If parties other than Tetra Tech BAS GeoScience are engaged to provide such services, such parties must be notified that they will be required to assume complete responsibility as the Geotechnical Engineer of Record for the geotechnical phase of the project by concurring with the recommendations in this report and/or by providing alternative recommendations.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. Tetra Tech BAS GeoScience should be contacted if the reader requires additional information or has questions regarding the content, interpretations presented, or completeness of this document. Reliance by others on the data presented herein or for purposes other than those stated in the text is authorized only if so permitted in writing by Tetra Tech BAS GeoScience. It should be understood that such an authorization may incur additional expenses and charges.

Tetra Tech BAS GeoScience has endeavored to perform its evaluation using the degree of care and skill ordinarily exercised under similar circumstances by reputable geotechnical professionals with experience in this area in similar soil conditions. No other warranty, either expressed or implied, is made as to the conclusions and recommendations contained in this report.

11. SELECTED REFERENCES

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Figures

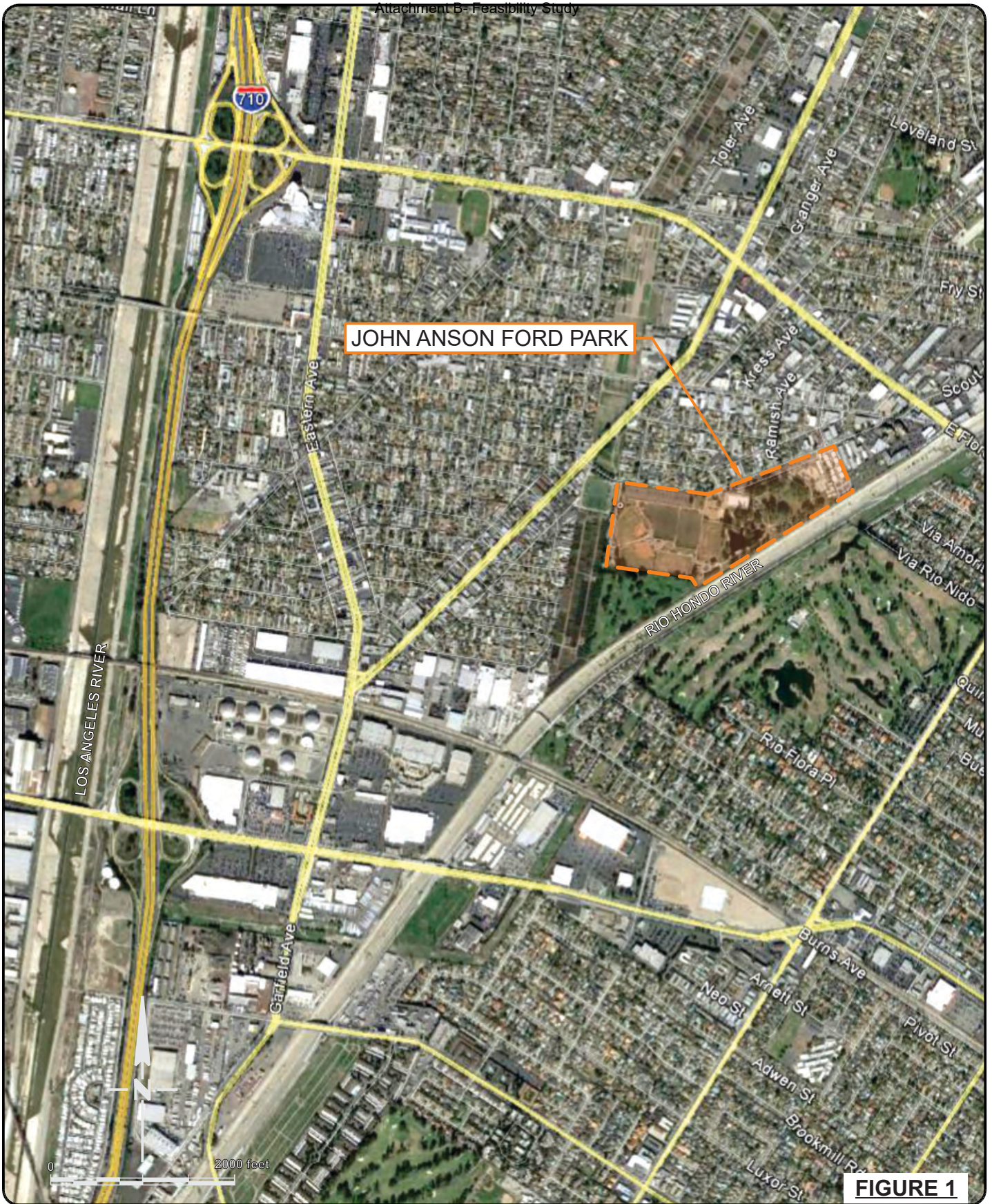


FIGURE 1



TETRA TECH

1360 Valley Vista Drive, Diamond Bar, CA 91765
TEL 909.860.7777 FAX 909.860.8017

LA RIVER WATERSHED MANAGEMENT - GATEWAY CITIES

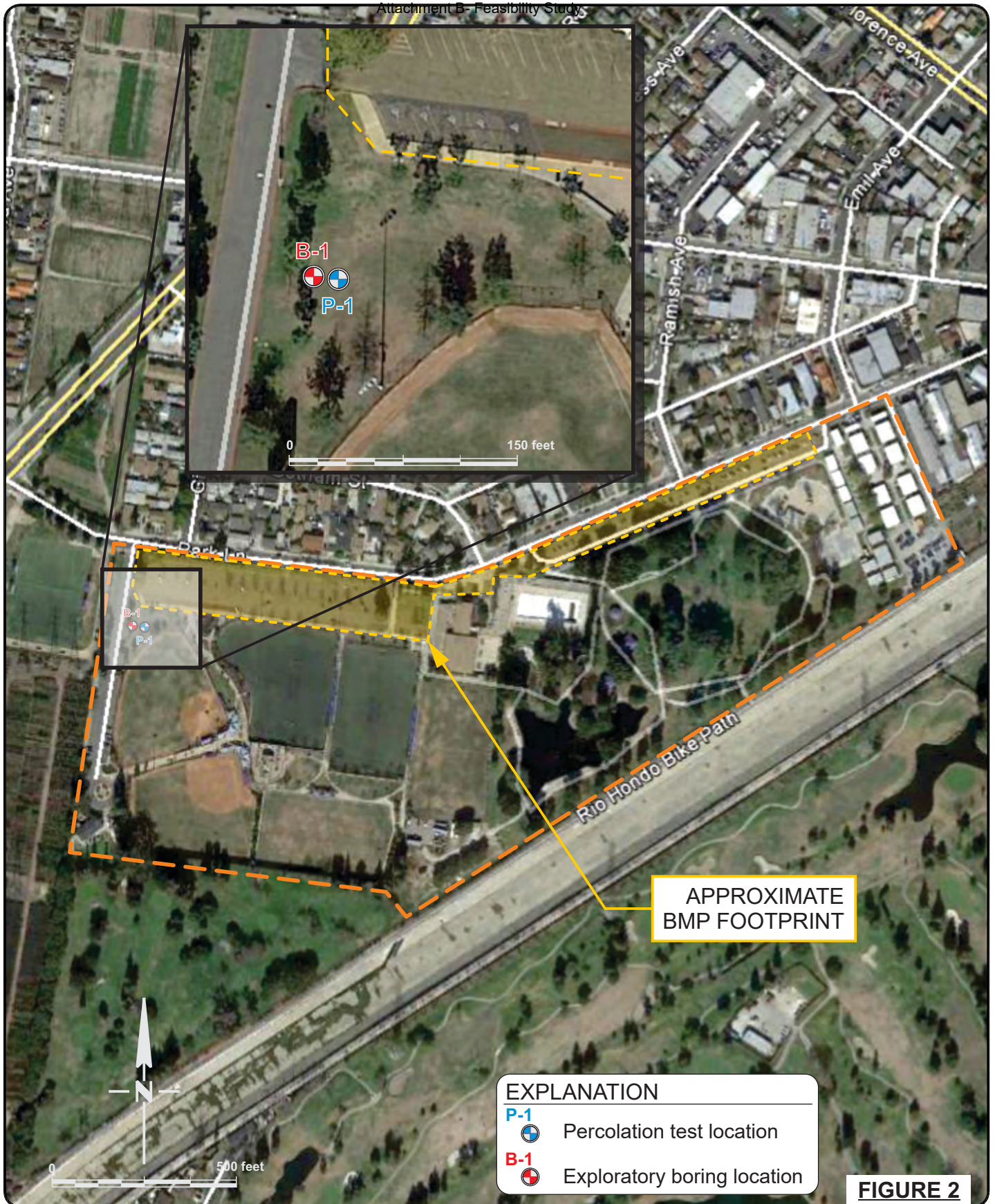
SITE LOCATION MAP
JOHN ANSON FORD PARK
CITY OF BELL GARDENS

JOB NO.
TET 16-91E

DATE
OCTOBER 2016

DRAWN BY
AHM

CHECKED BY
FC



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LA RIVER WATERSHED MANAGEMENT - GATEWAY CITIES

BORING LOCATION MAP
JOHN ANSON FORD PARK
CITY OF BELL GARDENS

JOB NO.
TET 16-91E

DATE
OCTOBER 2016

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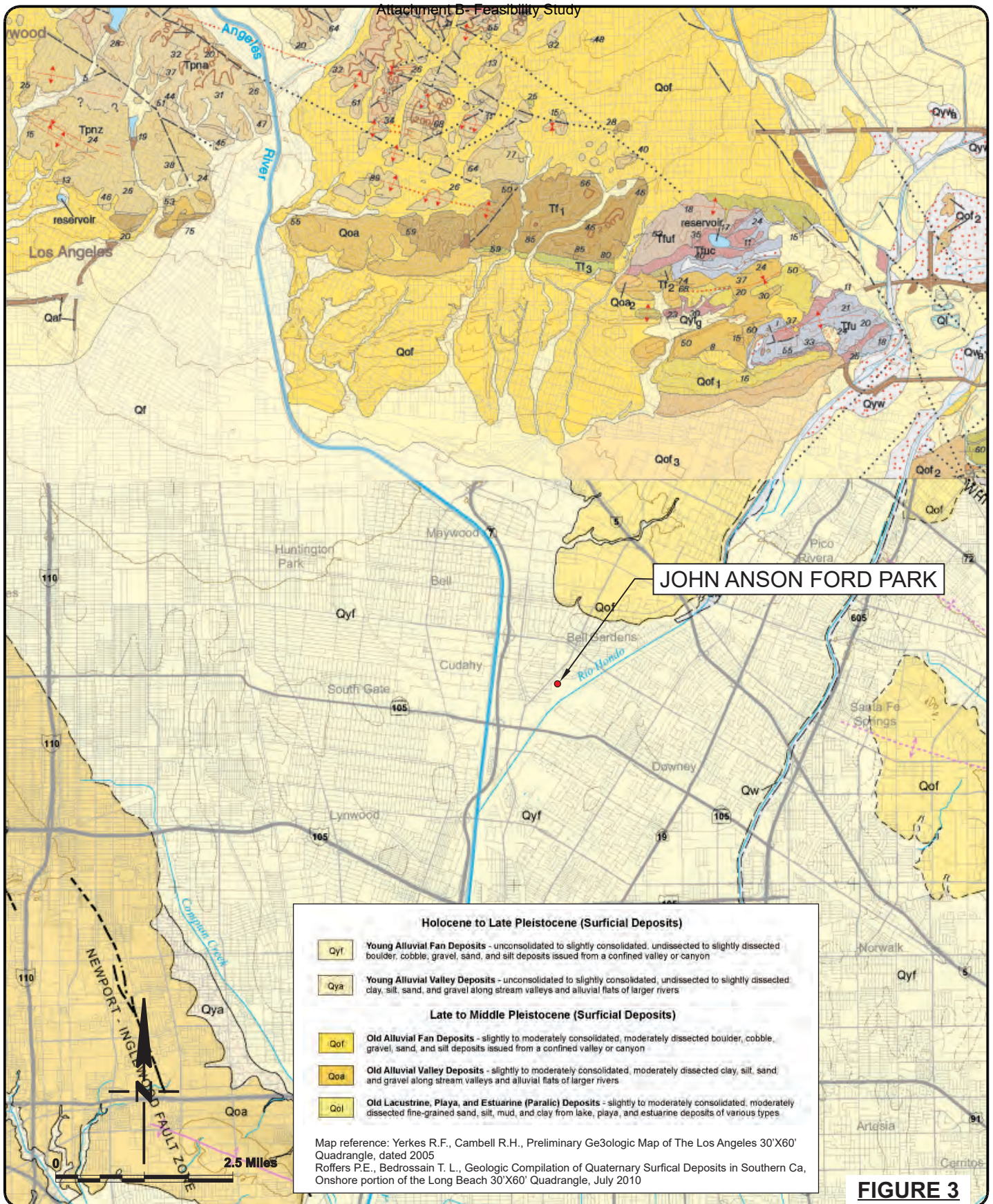


FIGURE 3



TETRA TECH

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LA RIVER WATERSHED MANAGEMENT - GATEWAY CITIES

GEOLOGIC MAP
JOHN ANSON FORD PARK
CITY OF BELL GARDENS

JOB NO.
 TET 16-91E

DATE
 OCTOBER 2016

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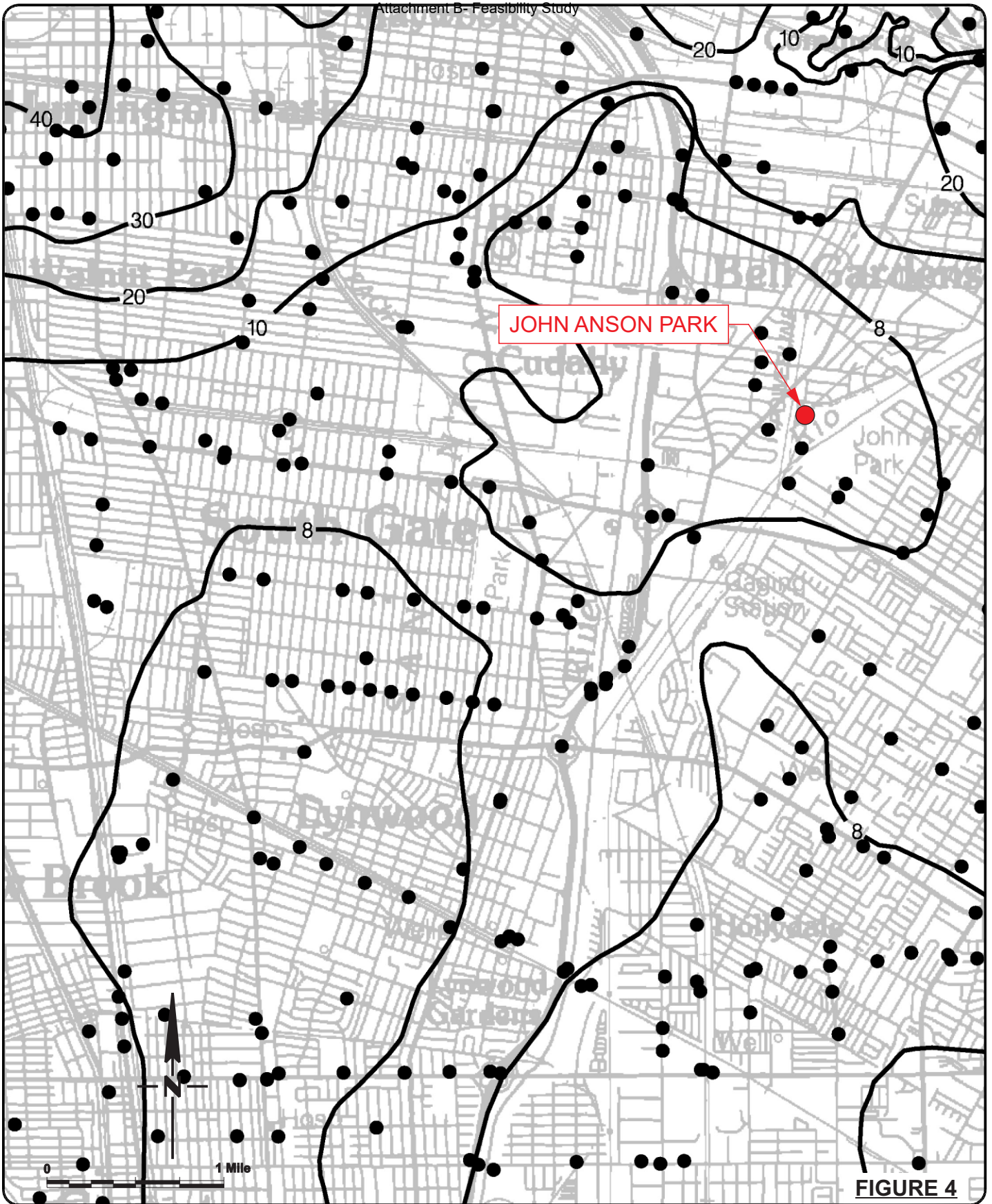


FIGURE 4



TETRA TECH

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LA RIVER WATERSHED MANAGEMENT - GATEWAY CITIES

GROUINDWATER MAP
JOHN ANSON FORD PARK
CITY OF BELL GARDENS

JOB NO.
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OCTOBER 2016

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Appendix A

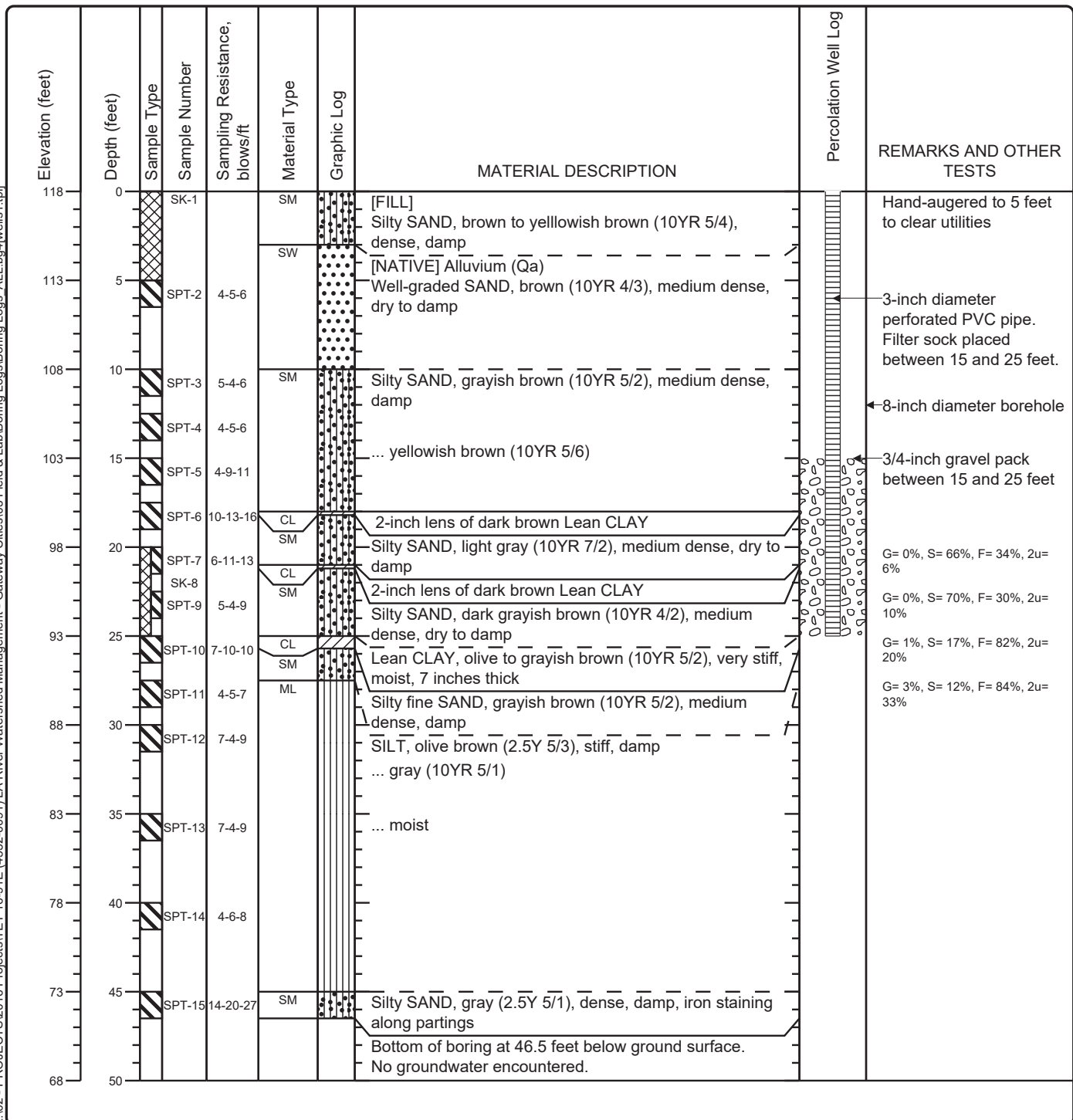
Logs of Exploratory Borings and Percolation Boreholes

Project: **Los Angeles River Watershed Management**Project Location: **Gateway Cities, City of Bell Gardens - John Anson Ford Park**Project Number: **TET 16-91E**

Log of Boring B-1/P-1

Sheet 1 of 1

Date(s) Drilled 7/12/2016	Logged By Andrew McLarty	Checked By Fernando Cuenca
Drilling Method Hollow Stem Auger	Drill Bit Size/Type 8-inch	Total Depth of Borehole 46.5 feet bgs
Drill Rig Type CME 85	Drilling Contractor 2R Drilling Inc.	Approximate Surface Elevation 118 feet
Groundwater Level and Date Measured Not encountered	Sampling Method(s) Bulk, SPT	Hammer Data CME auto-trip hammer 140 lbs dropped 30 inches
Borehole Backfill Cuttings and tamped	Location John Anson Ford Park, City of Bell Gardens, Lat: 33.95869 Long: -118.15523	



Project: **Los Angeles River Watershed Management**
 Project Location: **Gateway Cities, City of Commerce - Rosewood Park**
 Project Number: **TET 16-91E**

Key to Log of Boring

Sheet 1 of 1

Elevation (feet)	Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Percolation Well Log	REMARKS AND OTHER TESTS
1	2	3	4	5	6	7	8	9	10

COLUMN DESCRIPTIONS














- | | |
|--|--|
| <p>1 Elevation (feet): Elevation (MSL, feet).</p> <p>2 Depth (feet): Depth in feet below the ground surface.</p> <p>3 Sample Type: Type of soil sample collected at the depth interval shown.</p> <p>4 Sample Number: Sample identification number.</p> <p>5 Sampling Resistance, blows/ft: Number of blows to advance driven sampler one foot (or distance shown) beyond seating interval using the hammer identified on the boring log.</p> | <p>6 Material Type: Type of material encountered.</p> <p>7 Graphic Log: Graphic depiction of the subsurface material encountered.</p> <p>8 MATERIAL DESCRIPTION: Description of material encountered. May include consistency, moisture, color, and other descriptive text.</p> <p>9 Percolation Well Log: Graphical representation of well installed upon completion of drilling and sampling.</p> <p>10 REMARKS AND OTHER TESTS: Comments and observations regarding drilling or sampling made by driller or field personnel.</p> |
|--|--|

FIELD AND LABORATORY TEST ABBREVIATIONS








CHEM: Chemical tests to assess corrosivity
 COMP: Compaction test
 CONS: One-dimensional consolidation test
 LL: Liquid Limit, percent










PI: Plasticity Index, percent
 SA: Sieve analysis (percent passing No. 200 Sieve)
 UC: Unconfined compressive strength test, Qu, in ksf
 WA: Wash sieve (percent passing No. 200 Sieve)

MATERIAL GRAPHIC SYMBOLS

 Asphaltic Concrete (AC)	 Gravel	 Silty SAND to Sandy SILT (SM-ML)
 Fat CLAY, CLAY w/SAND, SANDY CLAY (CH)	 SILT, SILT w/SAND, SANDY SILT (ML)	 Poorly graded SAND (SP)
 Lean CLAY, CLAY w/SAND, SANDY CLAY (CL)	 Clayey SAND (SC)	 Poorly graded SAND with Silt (SP-SM)
 SILTY CLAY (CL-ML)	 Silty SAND (SM)	 Well graded SAND (SW)
		 Well graded SAND with Silt (SW-SM)

TYPICAL SAMPLER GRAPHIC SYMBOLS

 Auger sampler	 Grab Sample
 Bulk Sample	 3.0-inch-OD Modified California w/ brass liners
 Bulk and Ring	
 Bulk sample	
 CME Sampler	

 2.5-inch-OD Modified California w/ brass rings	 Water level (at time of drilling, ATD)
 Pitcher Sample	 Water level (after waiting)
 2-inch-OD unlined split spoon (SPT)	 Minor change in material properties within a stratum
 Shelby Tube (Thin-walled, fixed head)	 Inferred/gradational contact between strata
	 Queried contact between strata

GENERAL NOTES

- Soil classifications are based on the Unified Soil Classification System. Descriptions and stratum lines are interpretive, and actual lithologic changes may be gradual. Field descriptions may have been modified to reflect results of lab tests.
- Descriptions on these logs apply only at the specific boring locations and at the time the borings were advanced. They are not warranted to be representative of subsurface conditions at other locations or times.

Figure B-1

Appendix B

Laboratory Testing



GRAIN SIZE DISTRIBUTION ANALYSIS

ASTM C136/C117/D422

Job Name: Los Angeles River Watershed Management

Job Number: TET-16-91E

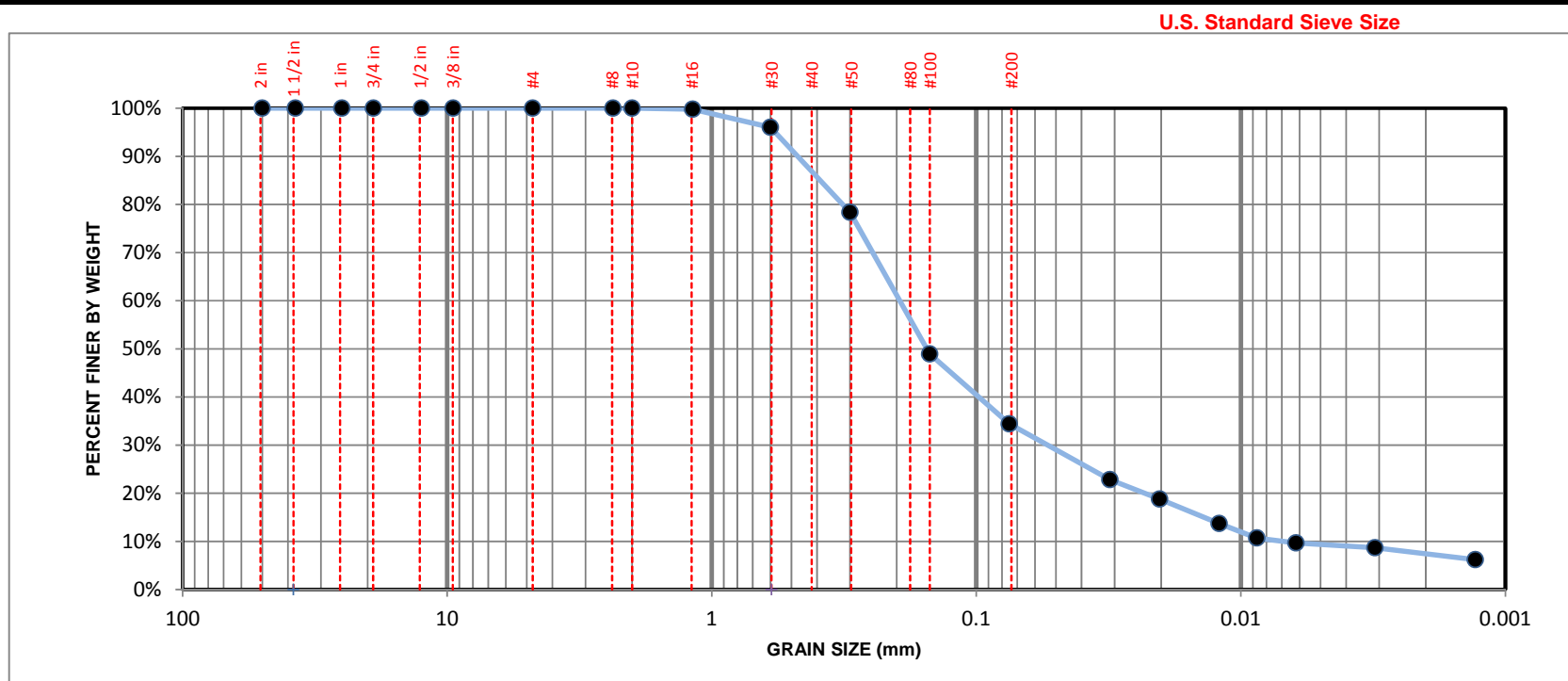
Address: JOHN ANSON PARK

Date Sampled: July 14, 2016

Tested By : MG

Date Completed: August 10, 2016

Sample Number: B-1, SPT-7



Symbol	Boring No.	Sample #	Depth (feet)	LL	PI	USCS	Gravel	Sand	Fines	2 μ
●	B-1	SPT-7	20-21.5			SM	0%	66%	34%	6%

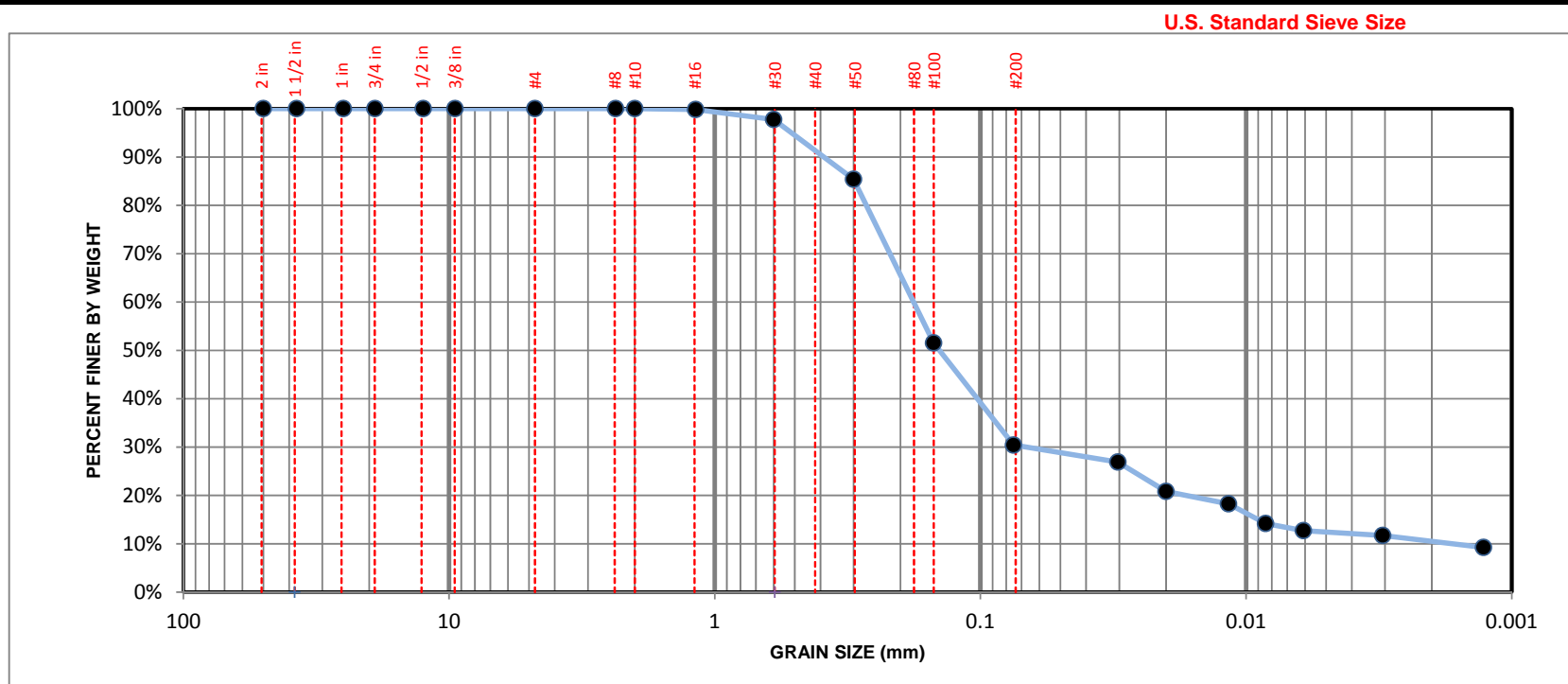


GRAIN SIZE DISTRIBUTION ANALYSIS

ASTM C136/C117/D422

Job Name: Los Angeles River Watershed Management
Job Number: TET-16-91E
Address: JOHN ANSON PARK
Date Sampled: July 14, 2016

Tested By : MG
Date Completed: August 10, 2016
Sample Number: B-1, SPT-9



Symbol	Boring No.	Sample #	Depth (feet)	LL	PI	USCS	Gravel	Sand	Fines	2 μ
●	B-1	SPT-9	22.5-24			SM	0%	70%	30%	10%



GRAIN SIZE DISTRIBUTION ANALYSIS

ASTM C136/C117/D422

Job Name: Los Angeles River Watershed Management

Job Number: TET-16-91E

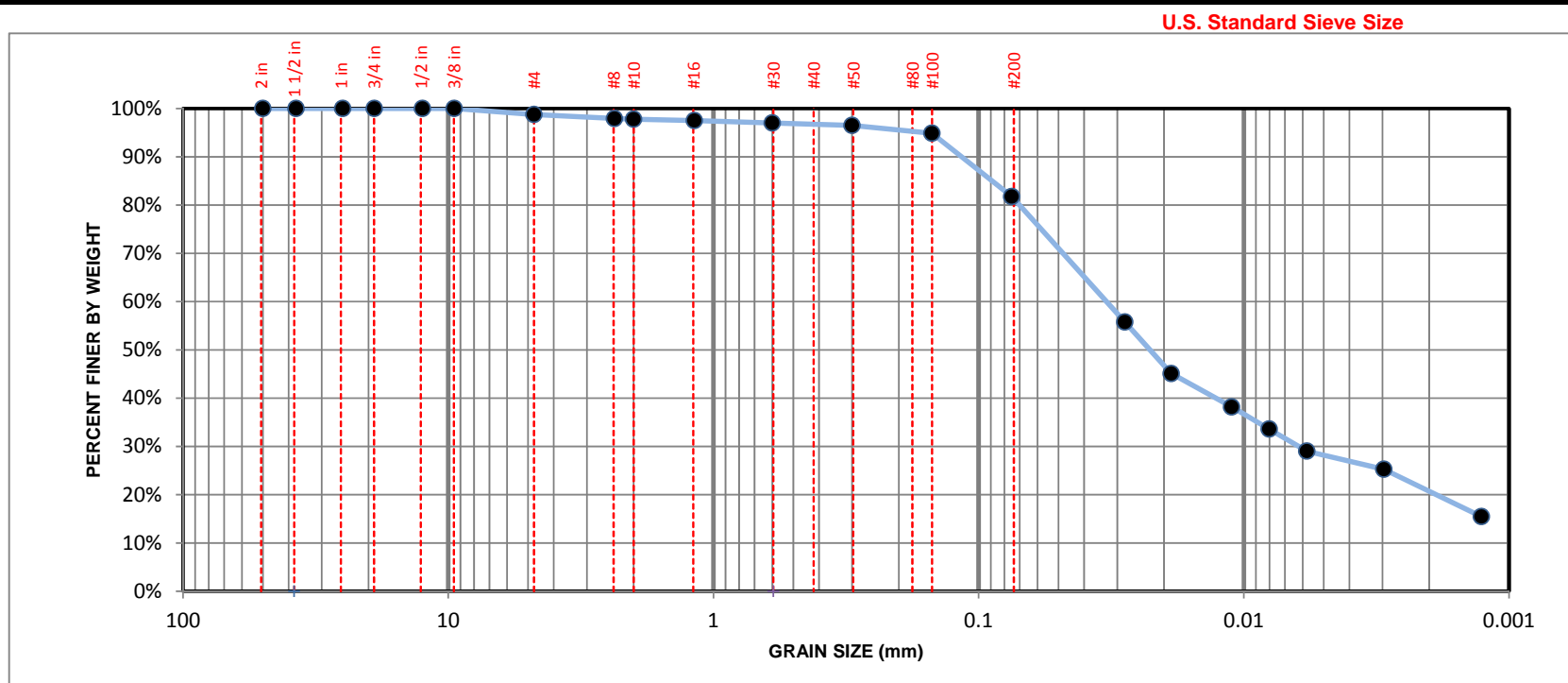
Address: JOHN ANSON PARK

Date Sampled: July 14, 2016

Tested By : MG

Date Completed: August 10, 2016

Sample Number: B-1, SPT-10



Symbol	Boring No.	Sample #	Depth (feet)	LL	PI	USCS	Gravel	Sand	Fines	2 μ
●	B-1	SPT-10	25-26.5			ML-CL	1%	17%	82%	20%



GRAIN SIZE DISTRIBUTION ANALYSIS

ASTM C136/C117/D422

Job Name: Los Angeles River Watershed Management

Job Number: TET-16-91E

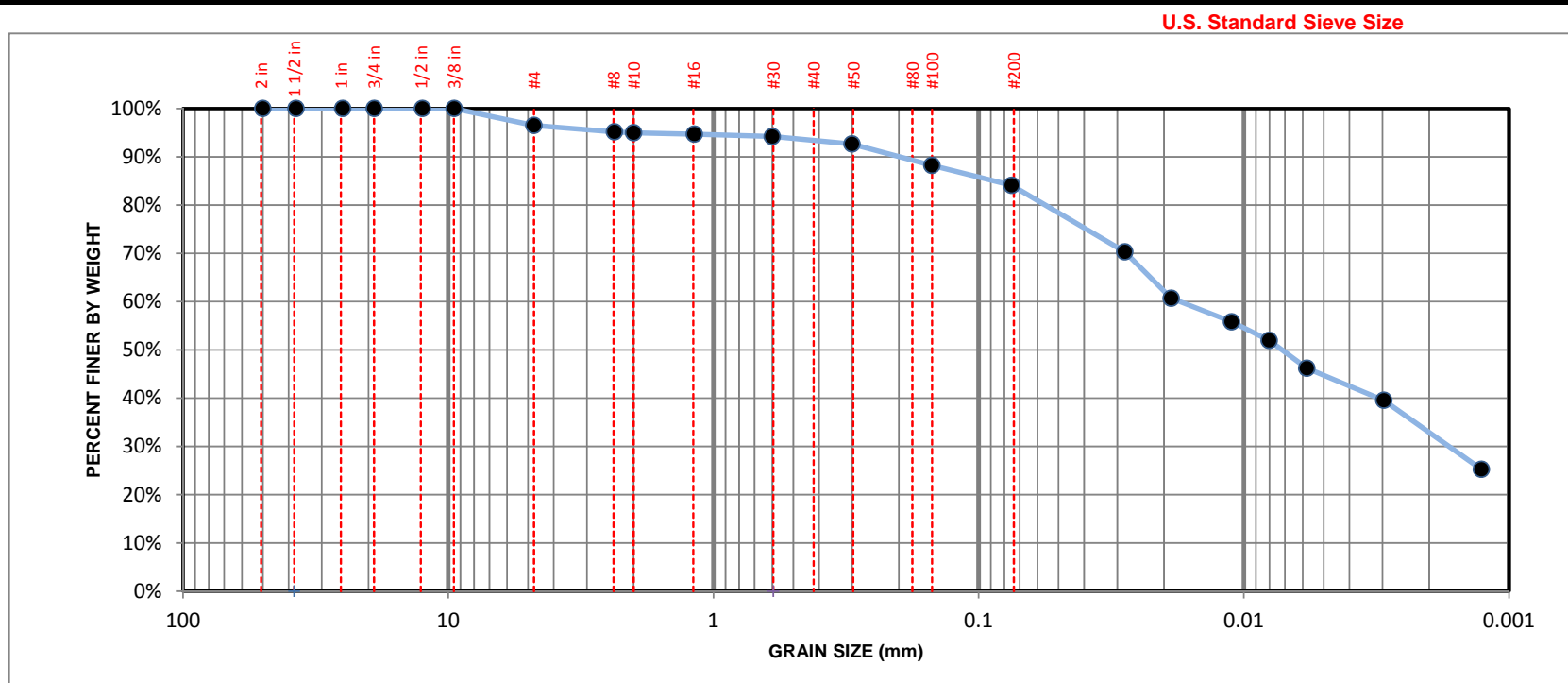
Address: JOHN ANSON PARK

Date Sampled: July 14, 2016

Tested By : MG

Date Completed: August 10, 2016

Sample Number: B-1, SPT-11



Symbol	Boring No.	Sample #	Depth (feet)	LL	PI	USCS	Gravel	Sand	Fines	2 μ
●	B-1	SPT-11	27.5-29			ML-CL	3%	12%	84%	33%

Appendix C

Logs of Percolation Testing

Attachment B- Feasibility Study
PERCOLATION DATA SHEET

Project:	John Anson Ford Park, City of Bell Gardens	Job No:	TET 16-91E
Test Hole No:	P-1	Date Excavated:	12-Jul-16
Test Hole Depth (feet):	25.0 feet	Soil Classification:	Brown Well-graded SAND to Silty Sand (SW/SM)
Stick up Length (feet):	0.0 foot		
Sandy Soil Criteria Tested By:	Andrew McLarty CEG	Date:	12-Jul-16
Actual Percolation Tested By:	Allan Stone	Date:	12-Jul-16
Test Hole Diameter (Inches):	8 inches		
Casing Diameter:	3 inches		

PERCOLATION TEST (after presoaking for 1 hour. Well was dry within 30 min)

Time	Time Interval (min)	Initial Reading (feet below the top of the pipe)	Final Reading (feet below the top of the pipe)	Initial Water Level (feet above bottom of pipe)	Final Water Level (feet above bottom of pipe)	Δ in Water Level (inches)	Measured Percolation Rate (inches/hour)
3:00 PM	10.0	21.50	22.83	3.50	2.17	15.96	95.8
3:00 PM							
3:00 PM	10.0	21.50	22.71	3.50	2.29	14.52	87.1
3:00 PM							
3:00 PM	10.0	21.50	22.99	3.50	2.01	17.88	107.3
3:00 PM							
3:00 PM	10.0	21.50	22.90	3.50	2.10	16.80	100.8
3:00 PM							
3:00 PM	10.0	21.50	22.88	3.50	2.12	16.56	99.4
3:00 PM							
3:00 PM	10.0	21.50	22.86	3.50	2.14	16.32	97.9
3:00 PM							
3:00 PM	10.0	21.50	22.86	3.50	2.14	16.32	97.9
3:00 PM							
							98.4

Correction coefficient $Rf = (2 \cdot d1 - \Delta d) / DIA + 1$

Rf = 9.46

Site Variability, number of tests, and thoroughness of subsurface investigation

CFv= 3.00

Long-term siltation, plugging, and maintenance

CFs= 2.00

Percolation Test performed according to the Administrative Manual, County of Los Angeles, Department of Public Works, General Guidelines for Infiltration Tests, GS 200.1 (12/31/14)

Corrected Percolation Rate (Infiltration Rate) =	1.73	in/hour
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Appendix B: Los Angeles Department of Water and Power Transmission Easement Feasibility Study

Appendix C: Rosewood Park Feasibility Study

Appendix D: Salt Lake Park Feasibility Study

Appendix E: Lugo Park Feasibility Study



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 6, 2018

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF ACCEPTANCE OF WORK PERFORMED BY FS CONTRACTORS, INC. FOR THE MIDDLETON SAFE ROUTES TO SCHOOLS (SR2S) PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve acceptance of work performed by FS Contractors, Inc. for the construction of the Middleton Safe Routes to School Project with a total final amount of \$367,715; including \$2,025 deductive Contract Change Order (CCO) for change in bid quantities;
2. Authorize staff to sign the "Notice of Completion" (NOC) and direct City Clerk to file the NOC with the Los Angeles County Recorder's Office; and
3. Release the 5% retention being withheld from the payment to Contractor after 35 days of the effective date of the recordation of the Notice of Completion, if no Stop Notices are filed within the 35-day period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City was awarded a Healthy Policies Initiatives (HPI) Grant from the Los Angeles County Department of Public Health PLACE (Policies for Livable, Active Communities and Environments). The goal of the HPI is to collaborate with cities with high rates of childhood obesity to improve their physical activity and food environments through policy and environmental change. SR2S encourages students to walk and bike to school safely, which may decrease traffic around schools as well as increase physical activity. The project included the following four intersections Gage Ave. at Santa Fe Ave., Gage Ave. at Middleton St., Gage Ave. at Malabar St., and Zoe Ave. at Santa Fe Ave.

CONSIDERATION AND APPROVAL OF ACCEPTANCE OF WORK PERFORMED BY FS CONTRACTORS, INC. FOR THE MIDDLETON SAFE ROUTES TO SCHOOLS (SR2S) PROJECT

February 6, 2018

Page 2 of 4

On December 20, 2016 City Council awarded the project Design to Transtech Engineers (Transtech) in the not to exceed amount of \$28,555.

On March 21, 2017 City Council approved the project with the following projected costs.

Description	Amount
Construction Cost	\$369,740
Construction Contingency	\$37,000
Construction Management / Construction Inspection (CMCI) & Labor Compliance (LC)	\$37,000
Total Projected Construction Project Costs	\$443,740

The construction contract was awarded to FS Contractors, Inc. in the amount of \$369,740. During construction, a change order for final bid quantities was initiated during field reviews. After all final quantities were incorporated a deductive change order in the amount of \$2,025 was processed. Attachment C provides a breakdown of the quantity changes.

City Council directed the Public Works staff to perform Construction Management/Construction Inspection/Labor Compliance. Prior to the start of construction, the Engineering department went through employee turnover which resulted in a staff reduction. In order to minimize delay, City staff directed Transtech to provide project support. The final amount for project support was \$31,296.75 which was \$5,730.25 below the budgeted amount for CMCI & LC. LC was subcontracted by Transtech at a cost of \$561 and is encompassed in their invoiced total of \$31,296.75.

The construction of the project started on August 21, 2017. The project was completed on December 21, 2017, including all project punch list items.

FISCAL IMPACT/FINANCING

The project used funding from the General Fund, Measure R, Public Works CIP Budget, and AQMD funds.

On August 8, 2017 Council approved additional budget appropriation as follows:

Account No.	Amount
111-8010-431.74-10	\$94,425
226-9010-419.74-10	\$80,000
222-4010-431.73-10	\$50,000

**CONSIDERATION AND APPROVAL OF ACCEPTANCE OF WORK PERFORMED BY
FS CONTRACTORS, INC. FOR THE MIDDLETON SAFE ROUTES TO SCHOOLS
(SR2S) PROJECT**

February 6, 2018

Page 3 of 4

Below is the final cost breakdown for the project:

Project Expenditures	Amount
FS Contractors, Inc.	\$369,740
FS Contractor, Inc. CCO	(2,025)
Transtech for Design	27,965
Transtech for Project Support	30,735.75
Avant Garde	561.00
Total Project Expenditures	\$426,976.75

Based on the cost projections in the Background section, the total projected project cost was \$443,740. The incurred expenses as per the table above reflect a project savings of \$16,763.25.

Per the contract, 5% retention of the total contract amount of \$367,715 of \$18,385.75 was held back. This portion can be released for payment to the contractor thirty-five (35) days after the Notice of Completion is recorded. No additional budget appropriation is requested at the time

LEGAL AND PROGRAM REQUIREMENTS

It is recommended that the Mayor and Members of the City Council accept the project as satisfactory and complete. Upon acceptance of the project, staff will file the "Notice of Completion" with the County Recorder's Office for the project.

Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder's Office, the City will release the Labor and Materials Bond to the bonding company, and make final payment of the 5% retention being withheld from the payment to Contractor, if no Stop Notices are filed within the 35-day period.

CONCLUSION

Upon City Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
Interim City Manager

**CONSIDERATION AND APPROVAL OF ACCEPTANCE OF WORK PERFORMED BY
FS CONTRACTORS, INC. FOR THE MIDDLETON SAFE ROUTES TO SCHOOLS
(SR2S) PROJECT**

February 6, 2018

Page 4 of 4



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

- A. Notice of Completion
- B. Photos of Project
- C. Contract Change Orders
- D. Final Invoice

ATTACHMENT “A”

(NO FEE PURSUANT TO GOVT. CODE SECT. 6103)

RECORDING REQUESTED BY:

CITY OF HUNTINGTON PARK

AND WHEN RECORDED MAIL TO:

City Clerk's Office

Attn: City Clerk

(Name)

6550 MILES AVE.

(Street Address)

HUNTINGTON PARK, CA 90255-4393

(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

(Notice pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Huntington Park
3. The full address of the owner is: 6550 Miles Avenue, Huntington Park, CA 90255-4393
4. The nature of the interest or estate is:

(If Other Than Fee, Strike, "In Fee" And Insert, For Example, "Purchaser Under Contract of Purchase" Or Lessee")

5. The full names and full addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on 12/21/17
(Date)

The work done was: **Middleton Safe Routes to School Project**

7. The name of the contractor, if any, for such work of improvement is:

FS Contractors, Inc.

3/21/17

(If no Contractor for work of improvement, insert "none")

(Date of Contract)

8. The street address of said property is: **intersections of Gage Ave. at Santa Fe Ave., Gage Ave at Middleton St., Gage Ave at Malabar St., and Zoe Ave. at Santa Fe Ave.**
9. The property on which said work of improvement was completed is in the city of **Huntington Park** County of **Los Angeles**, State of California, and is described as follows:

VERIFICATION

I, the undersigned, say:

I am **Daniel Hernandez, Director Public Works**

("President," "Owner," "Partner," "Manager," etc.)

of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 1/9/18, at Huntington Park, California.

(Date of Signature)

(City Where Signed)

(Personal Signature of the Individual who is swearing that the contents of the Notice of Completion are true)

ATTACHMENT “B”

PHOTOGRAPHIC JOURNAL

CITY OF HUNTINGTON PARK: MIDDLETON STREET ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL IMPROVEMENTS SR2S10-07-Huntington Park-1

Malabar St and Gage Ave



PHOTOGRAPHIC JOURNAL

CITY OF HUNTINGTON PARK: MIDDLETON STREET ELEMENTARY SCHOOL
SAFE ROUTES TO SCHOOL IMPROVEMENTS
SR2S10-07-Huntington Park-1

Malabar St and Gage Ave



PHOTOGRAPHIC JOURNAL

CITY OF HUNTINGTON PARK: MIDDLETON STREET ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL IMPROVEMENTS SR2S10-07-Huntington Park-1

Santa Fe Ave and Gage Ave



PHOTOGRAPHIC JOURNAL

CITY OF HUNTINGTON PARK: MIDDLETON STREET ELEMENTARY SCHOOL
SAFE ROUTES TO SCHOOL IMPROVEMENTS
SR2S10-07-Huntington Park-1

Santa Fe Ave and Zoe Ave



PHOTOGRAPHIC JOURNAL

CITY OF HUNTINGTON PARK: MIDDLETON STREET ELEMENTARY SCHOOL
SAFE ROUTES TO SCHOOL IMPROVEMENTS
SR2S10-07-Huntington Park-1

Middleton St and Gage Ave Malabar and Gage

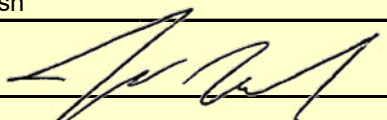

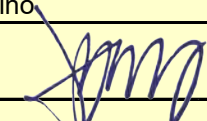



ATTACHMENT “C”

Attachment C- Contract Change Order 1 Breakdown

Project: City of Huntington Park, Middleton Street Elementary School Safe Routes to School Improvements, SR2S10-07-Huntington Park-1					
Bid/Pay Item Description		Bid Quantities and Amounts			
		Awarded Qty		Change Order Qty	
Base Bid Schedule					
2	CONSTRUCT 4" PCC WALK PER SPPWC 113-2 (SIDEWALK & DRIVEWAY REPLACEMENT) & JOINTS PER SPPWC P 112-2 (CURB AND SIDEWALK JOINTS).	3,450.00	SF		
CCO 1.1	ADJUSMENT ON BID ITEM 2 QUANTITIES BASED ON FINAL FIELD QUANTITIES.			283.00	SF
3	CONSTRUCT CURB AND GUTTER EXCLUDE CURB & GUTTER ASSOCIATED WITH CURB RAMP & DRIVEWAY.	440.00	LF		
CCO 1.2	ADJUSMENT ON BID ITEM 3 QUANTITIES BASED ON FINAL FIELD QUANTITIES.			-2.00	LF
4	CONSTRUCT 8" PCC PAVEMENT WITH 8" CMB PER SPPWC 131-2 APPLICABLE NOTES AND DETAIL.	340.00	LF		
CCO 1.3	ADJUSMENT ON BID ITEM 4 QUANTITIES BASED ON FINAL FIELD QUANTITIES.			-42.00	LF
7	CONSTRUCT 5" ASPHALT CONCRETE CONSISTING OF 2" TYPE C2-PG 64-10 WEARING COARSE AND 3" TYPE B-PG 64-10 BASE COARSE ON EXISTING SCARIFIED AND RECOMPACTED BASE	140.00	TON		
CCO 1.4	ADJUSMENT ON BID ITEM 7 QUANTITIES BASED ON FINAL FIELD QUANTITIES.			-6.06	TON
A.2	CONSTRUCT 4" PCC WALK PER SPPWC 113-2 (SIDEWALK & DRIVEWAY REPLACEMENT) & JOINTS PER SPPWC P 112-2 (CURB AND SIDEWALK JOINTS)	480.00	SF		
CCO 1.5	ADJUSMENT ON BID ITEM A.2 QUANTITIES BASED ON FINAL FIELD QUANTITIES.			170.00	SF
A.3	CONSTRUCT CURB AND GUTTER EXCLUDE CURB & GUTTER ASSOCIATED WITH CURB RAMP & DRIVEWAY.	100.00	LF		
CCO 1.6	ADJUSMENT ON BID ITEM A.3 QUANTITIES BASED ON FINAL FIELD QUANTITIES.			-15.00	LF
A.5	REMOVE EXISTING INROAD LIGHTS AND PATCH REPAIR AC PAVEMENT.	1.00	LS		
CCO 1.7	ADJUSMENT ON BID ITEM A.5 QUANTITIES BASED ON FINAL FIELD QUANTITIES. THIS WORK WAS DONE BY OTHERS AND THEREFORE DEDUCTED FROM THE CONTRACT			-1.00	LS

ATTACHMENT “D”

CONTRACTOR'S PAY REQUEST		Invoice Date:	01/05/18	Invoice No.:	2		Net Pay Amount:	\$ 101,525.55	
		Invoice Period:	10/01/17	to	12/31/17				
Project:	City of Huntington Park, Middleton Street Elementary School Safe Routes to School Improvements, SR2S10-07-Huntington Park-1						City Project/Account ID No.:	-	
Contractor:	FS Contractors	Address:	14838 Beldsoe st. Sylmar, CA 91342				Contractor Project ID No.:	0	
Base Contract Amount							\$	369,740.00	
Change Orders to Date							\$	(2,025.00)	
Total Contract Amount to Date							\$	367,715.00	
Amount Invoiced to Date							\$	367,715.00	
Amount Invoiced Previously							\$	260,846.00	
Current Invoice Amount							\$	106,869.00	
Less Retention							5.00%	\$ 5,343.45	
Net Amount to be Paid for this Invoice Period before any adjustments for Stop Notices and Penalties (see below)							\$	101,525.55	
MINUS amount to be withheld for Stop Notices filed for this period (1.25% x stop notice amounts - Stop Notices Attached)	No.	Date of Notice	Reason for Withholding	Amount	Tot Withhold w/1.25%		\$ -		
				\$ -	\$ -				
				\$ -	\$ -				
PLUS amount to be released from previous Stop Notices for which monies were withheld but cleared by Contractor (Cleared Stop Notices attached)	No.	Date of Release	Reason for Release	Amount	Tot Released		\$ -		
				\$ -	\$ -				
				\$ -	\$ -				
MINUS amount to be withheld for other reasons or any penalties withheld by City (Labor compliance violations, LD, etc.)	No.	Date Withheld	Reason for Withholding	Amount	Tot Withheld		\$ -		
				\$ -	\$ -				
				\$ -	\$ -				
PLUS amount to be released which was withheld but now cleared for other reasons or any penalties withheld by City (Labor compliance violations, LD, etc.)	No.	Date of Release	Reason for Release	Amount	Tot Released		\$ -		
				\$ -	\$ -				
				\$ -	\$ -				
NET PAY AMOUNT TO BE ISSUED TO CONTRACTOR FOR THIS PAY PERIOD							\$	101,525.55	
Quantities and Amounts agreed an accepted by Contractor									
The Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.				Name:					
				Signature:					
				Date:					
Project Inspector		Resident Engineer			City Approval City Staff _____				
Name:	Jeffrey Hirsh	Name:	Ali Cayir, PE		Name:				
Signature:		Signature:			Signature:				
Date:	1/8/2018	Date:	01/06/2018		Date:				
Federal/Labor Compliance Officer		Project Manager			City Approval Department Director				
Name:	Tara Tignino	Name:	Okan Demirci		Name:				
Signature:		Signature:			Signature:				
Date:	1/26/18	Date:	01/06/2018		Date:				
INFO TO BE ENTERED BY CITY, RE, CM, CI, PM		INFO TO BE ENTERED BY CONTRACTOR		COMMON PROJECT INFO					

CONTRACTOR'S PAY REQUEST WORK SHEET		Project:	City of Huntington Park, Middleton Street Elementary School Safe Routes to School Improvements, SR2S10-07-Huntington Park-1		City Project/Account ID No.: -						Invoice No.: 2		Invoice Date: 01/05/18		Invoice Period: 10/1/2017 to 12/31/17						
					Contractor:		FS Contractors						Address:		14838 Beldsoe st. Sylmar, CA 91342						
					Contractor Project ID No.:				Contractor Proj. Manager:		Angel Fierros		E-mail:		angel@fscontractorsinc.com		Tel:		818-838-6040		
Bid/Pay Item Description		Bid Quantities and Amounts			Total Invoiced to Date			Previous Invoices			Current Invoice			Balance Remaining							
		Quantity	Unit Bid	Total Bid	%	Quantity	Amount	%	Quantity	Amount	%	Quantity	Amount	%	Quantity	Amount					
Base Bid Schedule																					
1	SAWCUT & REMOVE EXISTING IMPROVEMENTS (PCC WALK, PCC DRIVEWAY CURB RAMPS, CURB & GUTTER, PCC PAVEMENT AND AC PAVEMENT) WITHIN THE LIMIT AS SHOWN ON THE PLAN AND SHALL INCLUDE THE REMOVAL OF 1' WIDE STRIP X 10" DEEP AC PAVEMENT SECTION AT THE EDGE OF PROPOSED GUTTER AND PCC PAVEMENT FOR FORMING PURPOSES.	1.00	LS	\$ 30,000.00	\$ 30,000.00	100.00%	1.00	LS	\$ 30,000.00	100.00%	1.00	LS	\$ 30,000.00	0.00%	0.00	LS	\$ -	0.00%	0.00	LS	\$ -
2	CONSTRUCT 4" PCC WALK PER SPPWC 113-2 (SIDEWALK & DRIVEWAY REPLACEMENT) & JOINTS PER SPPWC P 112-2 (CURB AND SIDEWALK JOINTS).	3,450.00	SF	\$ 6.00	\$ 20,700.00	100.00%	3,450.00	SF	\$ 20,700.00	100.00%	3,450.00	SF	\$ 20,700.00	0.00%	0.00	SF	\$ -	0.00%	0.00	SF	\$ -
CCO 1.1	ADJUSMENT ON BID ITEM 2 QUANTITIES BASED ON FINAL FIELD QUANTITIES.	283.00	SF	\$ 6.00	\$ 1,698.00	100.00%	283.00	SF	\$ 1,698.00	0.00%	0.00	SF	\$ -	100.00%	283.00	SF	\$ 1,698.00	0.00%	0.00	SF	\$ -
3	CONSTRUCT CURB AND GUTTER EXCLUDE CURB & GUTTER ASSOCIATED WITH CURB RAMP & DRIVEWAY.	440.00	LF	\$ 40.00	\$ 17,600.00	99.55%	438.00	LF	\$ 17,520.00	99.55%	438.00	LF	\$ 17,520.00	0.00%	0.00	LF	\$ -	0.45%	2.00	LF	\$ 80.00
CCO 1.2	ADJUSMENT ON BID ITEM 3 QUANTITIES BASED ON FINAL FIELD QUANTITIES.	-2.00	LF	\$ 40.00	\$ (80.00)	0.00%	0.00	LF	\$ -	0.00%	0.00	LF	\$ -	0.00%	0.00	LF	\$ -	100.00%	-2.00	LF	\$ (80.00)
4	CONSTRUCT 8" PCC PAVEMENT WITH 8" CMB PER SPPWC 131-2 APPLICABLE NOTES AND DETAIL.	340.00	LF	\$ 7.00	\$ 2,380.00	87.65%	298.00	LF	\$ 2,086.00	87.65%	298.00	LF	\$ 2,086.00	0.00%	0.00	LF	\$ -	12.35%	42.00	LF	\$ 294.00
CCO 1.3	ADJUSMENT ON BID ITEM 4 QUANTITIES BASED ON FINAL FIELD QUANTITIES.	-42.00	LF	\$ 7.00	\$ (294.00)	0.00%	0.00	LF	\$ -	0.00%	0.00	LF	\$ -	0.00%	0.00	LF	\$ -	100.00%	-42.00	LF	\$ (294.00)
5	CONSTRUCT CURB RAMP INCLUDING ASSOCIATED RAMP, CURB, RETAILING CURB, FLAT AREA, CURB& GUTTER & DETECTABLE WARNING SURFACE.	21.00	EA	\$ 2,500.00	\$ 52,500.00	100.00%	21.00	EA	\$ 52,500.00	100.00%	21.00	EA	\$ 52,500.00	0.00%	0.00	EA	\$ -	0.00%	0.00	EA	\$ -
6	EXISTING TRAFFIC SIGNAL/STREET LIGHT POST TO REMAIN, EXPOSED FOOTING OF TRAFFIC SIGNAL SHALL BE REFINISHED SMOOTH WITH PORTLAND CEMENT MORTAR.	11.00	EA	\$ 500.00	\$ 5,500.00	100.00%	11.00	EA	\$ 5,500.00	100.00%	11.00	EA	\$ 5,500.00	0.00%	0.00	EA	\$ -	0.00%	0.00	EA	\$ -
7	CONSTRUCT 5" ASPHALT CONCRETE CONSISTING OF 2" TYPE C2-PG 64-10 WEARING COARSE AND 3" TYPE B-PG 64-10 BASE COARSE ON EXISTING SCARIFIED AND RECOMPACTED BASE MATERIAL; WHERE 1' FOOT STRIP X 10" DEEP IS REMOVED, RESTORE WITH 2" TYPE C2-PG 64-10 WEARING COARSE AND 8" TYPE B-PG 64-10 BASE COARSE.	140.00	TON	\$ 150.00	\$ 21,000.00	95.67%	133.94	TON	\$ 20,091.00	71.43%	100.00	TON	\$ 15,000.00	24.24%	33.94	TON	\$ 5,091.00	4.33%	6.06	TON	\$ 909.00
CCO 1.4	ADJUSMENT ON BID ITEM 7 QUANTITIES BASED ON FINAL FIELD QUANTITIES.	-6.06	TON	\$ 150.00	\$ (909.00)	0.00%	0.00	TON	\$ -	0.00%	0.00	TON	\$ -	0.00%	0.00	TON	\$ -	100.00%	-6.06	TON	\$ (909.00)
8	CONSTRUCT COMMERCIAL 6" PCC DRIVEWAY AND 6" CMB PER SPPWC 110-2, TYPE A INCLUDING ASSOCIATED CURB & GUTTER.	2.00	EA	\$ 3,650.00	\$ 7,300.00	100.00%	2.00	EA	\$ 7,300.00	100.00%	2.00	EA	\$ 7,300.00	0.00%	0.00	EA	\$ -	0.00%	0.00	EA	\$ -
9	REMOVE EXISTING PEDESTRIAN HEAD AND MOUNTING AND FURNISH AND INSTALL NEW COUNTDOWN PEDESTRIAN HEAD (MODULAR COUNTDOWN TYPE III WITH INTERNATIONAL SYMBOL) AND MOUNTING, CALTRANS COMPLIANCE, 430-6479-001 XC DIALIGHT OR APPROVED EQUAL TO INCLUDE FRAMEWORK, HOUSING AND COUNTDOWN LED.	22.00	EA	\$ 1,000.00	\$ 22,000.00	100.00%	22.00	EA	\$ 22,000.00	0.00%	0.00	EA	\$ -	100.00%	22.00	EA	\$ 22,000.00	0.00%	0.00	EA	\$ -
10	ADJUST VAULTS/BOXES/MANHOLES/VALVES TO FINISHED GRADE.	1.00	LS	\$ 12,000.00	\$ 12,000.00	100.00%	1.00	LS	\$ 12,000.00	100.00%	1.00	LS	\$ 12,000.00	0.00%	0.00	LS	\$ -	0.00%	0.00	LS	\$ -
11	RELOCATE EXISTING VAULTS/BOXES OUTSIDE ADA RAMP AND PLACE VAULTS/BOXES TO GRADE.	1.00	LS	\$ 58,000.00	\$ 58,000.00	100.00%	1.00	LS	\$ 58,000.00	100.00%	1.00	LS	\$ 58,000.00	0.00%	0.00	LS	\$ -	0.00%	0.00	LS	\$ -

CONTRACTOR'S PAY REQUEST WORK SHEET				Project:	City of Huntington Park, Middleton Street Elementary School Safe Routes to School Improvements, SR2S10-07-Huntington Park-1				City Project/Account ID No.: -				Invoice No.: 2		Invoice Date: 01/05/18		Invoice Period: 10/1/2017 to 12/31/17											
									Contractor:		FS Contractors						Address:		14838 Beldsoe st. Sylmar, CA 91342									
									Contractor Project ID No.:				Contractor Proj. Manager:		Angel Fierros		E-mail:		angel@fscontractorsinc.com		Tel:		818-838-6040					
Bid/Pay Item Description				Bid Quantities and Amounts				Total Invoiced to Date				Previous Invoices				Current Invoice				Balance Remaining								
				Quantity		Unit Bid		Total Bid		%		Quantity		Amount		%		Quantity		Amount		%		Quantity		Amount		
12	REMOVE THE CURB OPENING OF EXISTING SD CATCH BASIN AND RECONSTRUCT IT TO BE ENTRANCE PROJECTION PER SPPWC STD PLAN 314-3 (MODIFICATIONS FOR SIDE OPENING CATCH BASIN), CASE 1.			1.00	EA	\$ 6,000.00	\$ 6,000.00	100.00%	1.00	EA	\$ 6,000.00	100.00%	1.00	EA	\$ 6,000.00	0.00%	0.00	EA	\$ -	0.00%	0.00	EA	\$ -					
13	WET SAND BLAST AND REMOVE EXISTING CONFLICTING MARKING AND STRIPING.			1.00	LS	\$ 4,900.00	\$ 4,900.00	100.00%	1.00	LS	\$ 4,900.00	0.00%	0.00	LS	\$ -	100.00%	1.00	LS	\$ 4,900.00	0.00%	0.00	LS	\$ -					
14	INSTALL STRIPING, CROSSWALK, PAVEMENT MARKINGS AND PAINT/REPAINT RED CURB.			1.00	LS	\$ 18,000.00	\$ 18,000.00	100.00%	1.00	LS	\$ 18,000.00	0.00%	0.00	LS	\$ -	100.00%	1.00	LS	\$ 18,000.00	0.00%	0.00	LS	\$ -					
15	REMOVE EXISTING STREET SIGN INCLUDING POLE, FOUNDATION & RECONSTRUCT EXIST. PCC WALK WHEN REQUIRED BY THE ENGINEER. IMPROVEMENT ON SHEET 10.			2.00	EA	\$ 400.00	\$ 800.00	100.00%	2.00	EA	\$ 800.00	0.00%	0.00	EA	\$ -	100.00%	2.00	EA	\$ 800.00	0.00%	0.00	EA	\$ -					
16	REMOVE EXISTING TRAFFIC LOOP INCLUDING ITS DETECTOR WIRES.			24.00	EA	\$ 200.00	\$ 4,800.00	100.00%	24.00	EA	\$ 4,800.00	0.00%	0.00	EA	\$ -	100.00%	24.00	EA	\$ 4,800.00	0.00%	0.00	EA	\$ -					
17	PROVIDE AND INSTALL TRAFFIC LOOPS & CONNECT DETECTOR WIRES.			18.00	EA	\$ 350.00	\$ 6,300.00	100.00%	18.00	EA	\$ 6,300.00	0.00%	0.00	EA	\$ -	100.00%	18.00	EA	\$ 6,300.00	0.00%	0.00	EA	\$ -					
TOTAL 1								\$ 289,780.00					\$ 288,497.00					\$ 226,606.00					\$ 61,891.00					\$ 1,283.00
A.1	SAWCUT & REMOVE EXISTING IMPROVEMENTS (PCC WALK, PCC DRIVEWAY CURB RAMPS, CURB & GUTTER, PCC PAVEMENT AND AC PAVEMENT) WITHIN THE LIMIT			1.00	LS	\$ 10,000.00	\$ 10,000.00	100.00%	1.00	LS	\$ 10,000.00	100.00%	1.00	LS	\$ 10,000.00	0.00%	0.00	LS	\$ -	0.00%	0.00	LS	\$ -					
A.2	CONSTRUCT 4" PCC WALK PER SPPWC 113-2 (SIDEWALK & DRIVEWAY REPLACEMENT) & JOINTS PER SPPWC P 112-2 (CURB AND SIDEWALK JOINTS).			480.00	SF	\$ 8.00	\$ 3,840.00	100.00%	480.00	SF	\$ 3,840.00	100.00%	480.00	SF	\$ 3,840.00	0.00%	0.00	SF	\$ -	0.00%	0.00	SF	\$ -					
CCO 1.5	ADJUSMENT ON BID ITEM A.2 QUANTITIES BASED ON FINAL FIELD QUANTITIES.			170.00	SF	\$ 8.00	\$ 1,360.00	100.00%	170.00	SF	\$ 1,360.00	0.00%	0.00	SF	\$ -	100.00%	170.00	SF	\$ 1,360.00	0.00%	0.00	SF	\$ -					
A.3	CONSTRUCT CURB AND GUTTER EXCLUDE CURB & GUTTER ASSOCIATED WITH CURB RAMP & DRIVEWAY.			100.00	LF	\$ 40.00	\$ 4,000.00	85.00%	85.00	LF	\$ 3,400.00	85.00%	85.00	LF	\$ 3,400.00	0.00%	0.00	LF	\$ -	15.00%	15.00	LF	\$ 600.00					
CCO 1.6	ADJUSMENT ON BID ITEM A.3 QUANTITIES BASED ON FINAL FIELD QUANTITIES.			-15.00	LF	\$ 40.00	\$ (600.00)	0.00%	0.00	LF	\$ -	0.00%	0.00	LF	\$ -	0.00%	0.00	LF	\$ -	100.00%	-15.00	LF	\$ (600.00)					
A.4	CONSTRUCT CURB RAMP INCLUDING ASSOCIATED RAMP, CURB, RETAILING CURB, FLAT AREA, CURB& GUTTER & DETECTABLE WARNING SURFACE.			4.00	EA	\$ 2,500.00	\$ 10,000.00	100.00%	4.00	EA	\$ 10,000.00	100.00%	4.00	EA	\$ 10,000.00	0.00%	0.00	EA	\$ -	0.00%	0.00	EA	\$ -					
A.5	REMOVE EXISTING INROAD LIGHTS AND PATCH REPAIR AC PAVEMENT.			1.00	LS	\$ 3,200.00	\$ 3,200.00	0.00%	0.00	LS	\$ -	0.00%	0.00	LS	\$ -	0.00%	0.00	LS	\$ -	100.00%	1.00	LS	\$ 3,200.00					
CCO 1.7	ADJUSMENT ON BID ITEM A.5 QUANTITIES BASED ON FINAL FIELD QUANTITIES. THIS WORK WAS DONE BY OTHERS AND THEREFORE DEDUCTED FROM THE CONTRACT.			-1.00	LS	\$ 3,200.00	\$ (3,200.00)	0.00%	0.00	LS	\$ -	0.00%	0.00	LS	\$ -	0.00%	0.00	LS	\$ -	100.00%	-1.00	LS	\$ (3,200.00)					
A.6	EXISTING TRAFFIC SIGNAL/STREET LIGHT POST TO REMAIN, EXPOSED FOOTING OF TRAFFIC SIGNAL SHALL BE REFINISHED SMOOTH WITH PORTLAND CEMENT			2.00	EA	\$ 500.00	\$ 1,000.00	100.00%	2.00	EA	\$ 1,000.00	100.00%	2.00	EA	\$ 1,000.00	0.00%		EA	\$ -	0.00%	0.00	EA	\$ -					
A.7	CONSTRUCT 5" ASPHALT CONCRETE CONSISTING OF 2" TYPE C2-PG 64-10 WEARING COARSE AND 3" TYPE B-PG 64-10 BASE COARSE ON EXISTING SCARIFIED AND			20.00	TON	\$ 200.00	\$ 4,000.00	100.00%	20.00	TON	\$ 4,000.00	100.00%	20.00	TON	\$ 4,000.00	0.00%	0.00	TON	\$ -	0.00%	0.00	TON	\$ -					
A.8	ADJUST VAULTS/BOXES/MANHOLES/VALVES TO FINISHED GRADE.			1.00	LS	\$ 2,000.00	\$ 2,000.00	100.00%	1.00	LS	\$ 2,000.00	100.00%	1.00	LS	\$ 2,000.00	0.00%	0.00	LS	\$ -	0.00%	0.00	LS	\$ -					
A.9	WET SAND BLAST AND REMOVE EXISTING CONFLICTING MARKING AND STRIPING.			1.00	LS	\$ 1,000.00	\$ 1,000.00	100.00%	1.00	LS	\$ 1,000.00	0.00%	0.00	LS	\$ -	100.00%	1.00	LS	\$ 1,000.00	0.00%	0.00	LS	\$ -					
A.10	INSTALL STRIPING, CROSSWALK, PAVEMENT MARKINGS AND PAINT/REPAINT RED CURB.			1.00	LS	\$ 5,500.00	\$ 5,500.00	100.00%	1.00	LS	\$ 5,500.00	0.00%	0.00	LS	\$ -	100.00%	1.00	LS	\$ 5,500.00	0.00%	0.00	LS	\$ -					
A.11	REMOVE EXISTING STREET SIGN INCLUDING POLE, FOUNDATION & RECONSTRUCT EXIST. PCC WALK WHEN REQUIRED BY THE ENGINEER.			1.00	EA	\$ 400.00	\$ 400.00	100.00%	1.00	EA	\$ 400.00	0.00%	0.00	EA	\$ -	100.00%	1.00	EA	\$ 400.00	0.00%	0.00	EA	\$ -					

Attachment D- Final Invoice

CONTRACTOR'S PAY REQUEST WORK SHEET				Project:	City of Huntington Park, Middleton Street Elementary School Safe Routes to School Improvements, SR2S10-07-Huntington Park-1				City Project/Account ID No.: -				Invoice No.: 2		Invoice Date: 01/05/18		Invoice Period: 10/1/2017		to 12/31/17								
									Contractor:		FS Contractors						Address:		14838 Beldsoe st. Sylmar, CA 91342								
									Contractor Project ID No.:				Contractor Proj. Manager:		Angel Fierros		E-mail:		angel@fscontractorsinc.com		Tel:		818-838-6040				
Bid/Pay Item Description				Bid Quantities and Amounts				Total Invoiced to Date				Previous Invoices				Current Invoice				Balance Remaining							
				Quantity		Unit Bid	Total Bid	%	Quantity		Amount		%	Quantity		Amount		%	Quantity		Amount		%	Quantity		Amount	
A.12		REMOVE EXISTING SIGNS, SOLAR POWER & PUSH BUTTON SYSTEM INCLUDING POLE & FOUNDATION		2.00	EA	\$ 2,500.00	\$ 5,000.00	100.00%	2.00	EA	\$ 5,000.00	0.00%	0.00	EA	\$ -	100.00%	2.00	EA	\$ 5,000.00	0.00%	0.00	EA	\$ -				
A.13		REMOVE EXISTING W11-2 SIGN AND REPLACE AND INSTALL NEW S1-1 SIGN.		2.00	EA	\$ 200.00	\$ 400.00	100.00%	2.00	EA	\$ 400.00	0.00%	0.00	EA	\$ -	100.00%	2.00	EA	\$ 400.00	0.00%	0.00	EA	\$ -				
A.14		INSTALL R1-5 YIELD SIGN INCLUDING POLE AND FOOTING PER DETAIL 3 ON SHEET 2.		2.00	EA	\$ 250.00	\$ 500.00	100.00%	2.00	EA	\$ 500.00	0.00%	0.00	EA	\$ -	100.00%	2.00	EA	\$ 500.00	0.00%	0.00	EA	\$ -				
A.15		INSTALL 36" STOP SIGN PER CA MUTCD R1-1 INCLUDING POLE AND FOUNDATION PER DETAIL 3 ON SHEET 2.		2.00	EA	\$ 250.00	\$ 500.00	100.00%	2.00	EA	\$ 500.00	0.00%	0.00	EA	\$ -	100.00%	2.00	EA	\$ 500.00	0.00%	0.00	EA	\$ -				
A.16		INSTALL W11-2 & W16-9P SIGN PER CA MUTCD INCLUDING POLE & FOUNDATION PER DETAIL 3 ON SHEET 2.		2.00	EA	\$ 310.00	\$ 620.00	100.00%	2.00	EA	\$ 620.00	0.00%	0.00	EA	\$ -	100.00%	2.00	EA	\$ 620.00	0.00%	0.00	EA	\$ -				
A.17		INSTALL DOUBLE SIDED SOLAR-POWERED RECTANGULAR FLASHING BEACON WITH DOUBLE SIDED LED BLINKING SCHOOL CROSSING ASSEMBLY, 36" SIGN		1.00	PAIR	\$ 28,000.00	\$ 28,000.00	100.00%	1.00	PAIR	\$ 28,000.00	0.00%	0.00	PAIR	\$ -	100.00%	1.00	PAIR	\$ 28,000.00	0.00%	0.00	PAIR	\$ -				
TOTAL 2																											
TOTAL BASE CONTRACT																											
TOTAL CHANGE ORDERS																											
TOTAL CONTRACT AMOUNT (BASE CONTRACT + CHANGE ORDERS)																											
INFO TO BE ENTERED BY CITY, RE, CM, CI, PM				INFO TO BE ENTERED BY CONTRACTOR				COMMON PROJECT INFO																			



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

February 6, 2018

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO PURCHASE ADDITIONAL SECURITY EQUIPMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve purchase of additional security equipment from Valley Alarm for City Hall access doors; and
2. Approve reallocation of funds for \$14,925 into account number 111-8022-419.7410.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 17, 2017, the City Council awarded Valley Alarm with a five (5) year service contract for Fire and Security Alarm services.

After the service contract was awarded, staff discussed security concerns with the City Manager about City Hall perimeter access doors. Currently, the Public Works staff does not have a robust process for issuing and collecting access keys. Therefore, when staff, City Council members or contractors discontinue their service with the City, it becomes difficult to track. Implementing a Key Fob or Card Access system would allow for improved control and tracking. The access control system can control restricted access, control time of entry, and can disable access when staff, City Council members or contractors discontinue their service.

Since Valley Alarm is in the process of installing the required hardware approved on October 17, 2017, staff inquired into implementing the access control. The current installation provides the City with a labor cost savings. Valley Alarm technicians are in the process of installing the alarm infrastructure.

Valley Alarm proposal (Attachment A) of \$14,925 includes access control for three (3) access doors which include the first-floor employee entrance near the Finance department, second-floor employee entrance near the City Manager's office and the first-floor employee entrance near the Engineering department.

CONSIDERATION AND APPROVAL TO PURCHASE ADDITIONAL SECURITY EQUIPMENT

February 6, 2018

Page 2 of 2

FISCAL IMPACT/FINANCING

No additional budget appropriation is required. However, if approved by Council funds will be reallocated to cover the \$14,925 expense as follows:

From		To	
Account Number	Amount	Account Number	Amount
111-8095-431.56-75	\$7,000	111-8022-419.74-10	\$14,925
111-8024-421.62-10	\$4,000		
111-8023-451.61-20	\$3,925		

CONCLUSION

Upon approval by City Council, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
Interim City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

A. Valley Alarm Proposal

ATTACHMENT “A”

SERVICE IS OUR BUSINESS

January 26, 2018
City of Huntington Park
6550 Miles Ave.
Huntington Park, Ca. 90255
(323)584-6274
mlopez@hpca.gov

Proposal for City Hall Access Control System (3 Doors)

1. 1 – Four Door Access Control Panel
2. 3 – Prox Readers
3. 1 – Programming Software
4. 1 – Network Module
5. 2 – Electric Crash Bar (East Hall Doors)
6. 1 – Electric Door Strike (Engineering Office)
7. 1 – Lock Power Supply
8. Installation
9. Programming
10. User Training

Scope: Provide and install an access control system to include above equipment for 3 City Hall doors. Existing cards to be used.

Pricing

Install the system as described \$14,925.00

Payment Terms

Net 30

Thank you for the opportunity to provide you with this bid. If you have any questions please don't hesitate to call. Cell # 818-640-4370.

Inclusions - Exclusions

- WORK WILL NOT COMMENCE ON THE PROJECT UNTIL A CONTRACT AND/OR VALLEY ALARM PROPOSAL IS APPROVED
- CONNECTION TO CLIENTS NETWORK NOT INCLUDED.
- ANY AND ALL IT AND/OR NETWORKING, PORT FORWARDING TO BE PROVIDED BY OTHERS.
- IP ADDRESSES FOR ANY VALLEY ALARM INSTALLED NETWORK DEVICES TO BE PROVIDED PRIOR TO INSTALLATION.

INITIAL _____

8111 SAN FERNANDO ROAD | SUN VALLEY, CALIFORNIA 91352
818.285.1500 | 818.285.1515 FAX | www.valleyalarm.com

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- A DSL / CABLE MODEM / LAN CONNECTION WITH INTERNET ACCESS IS REQUIRED FOR REMOTE VIEWING OF DVR/NVR AND IS TO BE PROVIDED BY CLIENT.
- IF INTERNET ACCESS IS REQUIRED FOR ALARM PANEL OR ACCESS CONTROLLER COMMUNICATIONS, IT IS TO BE PROVIDED BY CLIENT.
- CONTRACTOR / CLIENT SHALL PROVIDE AND INSTALL ALL CONDUIT UNLESS OTHERWISE SPECIFIED.
- ACCESS TO 120VAC OUTLETS AS REQUIRED SHALL BE PROVIDED.
- BID PER SPECIFICATIONS PROVIDED BY CLIENT / CONTRACTOR. ADDITIONAL EQUIPMENT, UNLESS NEGOTIATED PRIOR TO ORDER PLACEMENT, SHALL BE INVOICED SEPERATLY.
- THIS QUOTATION IS TO BE INCORPORATED INTO CONTRACT DOCUMENTS.
- THIS BID EXCLUDES SOFTWARE UPGRADE LICENSING CONFLICTS THAT MAY ARISE DUE TO SYSTEM EXPANSION.
- PRICING IS BASED UPON OPEN WALLS. CUTTING, PATCHING AND PAINTING IF REQUIRED IS NOT INCLUDED, UNLESS SPECIFICALLY IDENTIFIED IN SCOPE OF WORK.
- VALLEY ALARM PROVIDES A ONE-YEAR WARRANTY ON ALL PARTS AND LABOR ON ALL NEW EQUIPMENT IT INSTALLS. WARRANTY SERVICE, IF REQUIRED, WILL BE PERFORMED DURING NORMAL BUSINESS HOURS (08:00 – 17:00 HRS) MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS. WARRANTY SERVICE REQUESTED OUTSIDE OF THE ABOVE TIMES WILL BE CHARGED AT OVERTIME RATES.
- THIS QUOTE IS VALID FOR 30 DAYS.

COMPANY'S LIMITED LIABILITY: BUYER ACKNOWLEDGES THAT HE HAS READ AND DISCUSSED PARAGRAPHS 7 AND 8 REGARDING COMPANY'S LIMITATION OF LIABILITY AND RIGHT OF INDEMNIFIATION WITH COMPANY'S AGENT.

1. LIMITED WARRANTY:

- 1.1 **WHAT IS COVERED:** For one year from the date the installation is completed, Company shall replace or repair the System without charge to the Buyer, which is Company's only obligation under this warranty. Company reserves the right to substitute new or reconditioned parts of equal quality at time of replacement.
- 1.2 **HOW TO GET WARRANTY SERVICE:** Buyer should contact Company's service department at the address and telephone number hereinabove set forth, and fully describe the problem. Warranty service shall be provided on Monday through Friday, excluding national holidays, between the hours of 8:00 a.m. and 5:00 p.m. Emergency service is available at other times at Company's premium labor rate.
- 1.3 **EXCLUSIONS AND LIMITATIONS:** Except as set forth in paragraph 1.1, Company makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. Company does not represent or warrant that the System may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. The warranty does not cover any damage to the System caused by accident, misuse, or unauthorized repair service or modification. **Company shall not be liable for consequential damages.** Buyer acknowledges: that any affirmation of fact or promise made by Company shall not be deemed to create an express warranty; that Buyer is not relying on Company's skill or judgment in selection or furnishing a system suitable for any particular purpose and **that there are no express warranties which extend beyond those on the face of the agreement hereof.**

INITIAL_____

8111 SAN FERNANDO ROAD | SUN VALLEY, CALIFORNIA 91352
818.285.1500 | 818.285.1515 FAX | www.valleyalarm.com

SERVICE IS OUR BUSINESS

- 1.4 **STATE LAW:** Some states do not allow the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific rights and you may also have other rights which may vary from state to state.
2. **INSTALLATION OF SYSTEM:** Buyer authorizes Company to install or cause to be installed the system set forth herein. Buyer warrants that it has full authority that it has full authority from the owner and/or other person in control of the premise to permit the installation of the System under all conditions set forth herein. Company is authorized to make any preparation such as drilling holes, driving nails, or making attachments or doing other things necessary to the installation of the System. Buyer has approved the location of the control panel, on/off switches, audible devices, transformers and all protective devices. Any changes of location requested by Buyer after installation has commenced or required because of obstructions or obstacles will be at Buyer's expense. Buyer acknowledges and agrees that because of obstructions or obstacles wiring may be exposed in portions of the installation. Buyer shall at his own expense make any necessary repairs or changes to Buyer's premises as requested by Company to facilitate the installation and operation of the System. Any error or omission in the installation of the System must be called to the attention of Company in writing within 10 days after completion of the installation; otherwise the installation shall be deemed satisfactory to and accepted by Buyer. Company assumes no liability for delay in installation of the equipment or for interruption of service due to strikes, storms, earthquakes, fires, power failures, interruption or unavailability of telephone service, acts of God, acts of Buyer, or for any other cause beyond the control of Company, and Company will not be required to supply service to Buyer while interruption of service due to any such cause may continue. Buyer authorizes the use of electric outlets required and necessary current through Buyer's electric meter for the installation and operation of the System. Buyer shall obtain and pay for all licenses, permits or other charges required by governmental authorities for the installation and operation of the System.
3. **ASSIGNEES/SUBCONTRACTORS OF COMPANY:** Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Buyer and shall have the further right to subcontract an installation, warranty, repair service or other services which it may perform. Buyer acknowledges that this Agreement, and particularly those paragraphs relating to Company's maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Company, and that they bind Buyer with respect to said assignees and/or subcontractors with the same force and effect as they bind Buyer to Company.
4. **MECHANIC'S LIEN:** Buyer acknowledges that he has received from Company a "Notice to Owner" in accordance with the **California Business and Professions Code** relating to the Mechanic's Lien Law. Buyer shall furnish Company with the name and address of the owner of the property if different than Buyer.
5. **DEFAULT BY BUYER; EXPIRATION, TERMINATION:** If Buyer fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Buyer fails to perform any other provisions hereof within ten (10) days after Company shall have requested in writing performance thereof, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Buyer or his property, or if Buyer makes any assignment for the benefit of creditors, Company shall have the right to discontinue installation and warranty services and recover from Buyer all sums Company may be entitled to under the law. In the event any payment due hereunder is more than ten (10) days delinquent, Company may impose and collect from Buyer a delinquency charge in the maximum amount permitted by law.

INITIAL_____

SERVICE IS OUR BUSINESS

6. **CHANGES TO THE SYSTEM; ADDITIONAL PROTECTION; RISK OF LOSS:** The cost of any additions, changes and variances in the System as herein contracted for, or as originally installed, made at the request of, or made necessary or required by Buyer's action, or which may be deemed by any government agency, insurance interests, or inspection and ratings bureaus, are to be borne by Buyer. BUYER ACKNOWLEDGES THAT BUYER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED OVER AND ABOVE THAT PROVIDED HEREIN AT AN ADDITIONAL COST TO BUYER. All risk of loss or damage to the System shall be borne exclusively by Buyer whose obligations hereunder shall not be diminished by any such loss or damage.
7. **COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:**
- 7.1 It is understood and agreed: that Company is not an insurer; that insurance, if any, shall be obtained by Buyer; that the payments provided for herein are based solely on the value of the System and services as set forth herein and are unrelated to the value of the Buyer's premises; that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the System or services supplied will avert or prevent occurrences or the consequences there from which the System or service is designed to detect or avert. Buyer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from Company's negligence, or a failure to perform any of the obligations herein, including, but not limited to installation, warranty service, or repair service or the failure of the System to properly operate with resulting loss to Buyer because of, among other things:
- 7.1.1 The uncertain amount or value of Buyer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the System or service is designed to detect or avert;
- 7.1.2 The uncertainty of the response time of any police, fire department, paramedic unit, or others should they be dispatched as a result of a signal being received or an audible device sounding;
- 7.1.3 The inability to ascertain what portion, if any, of any property loss, personal injury or death would be proximately caused by Company's failure to perform or by its equipment to operate;
- 7.1.4 The nature of the service to be performed by the Company.
- Buyer understands and agrees that if Company should be found liable for loss or damage due from (I) failure of company to perform any of the obligations herein, including, but not limited to, installation warranty service, or repair service, (II) the failure of the service or equipment in any respect whatsoever, or (III) Company's active or passive negligence, Company's liability shall be limited to a sum equal to Five Hundred Dollars (500.00), as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of Company, its agents, servants, assigns, employees or subcontractors.
- 7.2 If Buyer wishes Company to assume a limited liability in lieu of the liquidated damages as hereinabove set forth, Buyer may obtain from Company a limitation of liability by paying an additional charge to Company. If Buyer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions, and amount of the limited liability and the additional charge. Such rider and additional obligation shall in no way be interpreted to hold Company as an insurer.
8. **THIRD PARTY INDEMNIFICATION:** When Buyer ordinarily has the property of others in his custody, or the System extends to protect others or their property, Buyer agrees to and shall indemnify, defend and hold harmless Company, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including Company's performance or failure to perform and including

INITIAL_____

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defects in products, design, installation, warranty or repair service, operation or non-operation of the System whether based upon active or passive negligence, warranty, contribution, indemnification or strict or product liability on the part of the Company, its employees or agents, but this provision shall not apply to claims for loss or damage made during the installation arising from Company's sole negligence.

9. **SUBROGATION:** So far as it is permitted by Buyer's property insurance coverage, Buyer hereby releases, discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Buyer's premises whether said claims are made by Buyer, his agents, or insurance company or other parties claiming under or through Buyer. Buyer agrees to indemnify Company against, and defend and hold Company harmless from, any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Buyer shall notify his insurance carrier of the terms of this provision.
10. **LIMITATION ON ACTIONS; WAIVER OF JURY TRIAL:** Both parties hereby agree that no suit action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise).
11. **ATTORNEY'S FEES:** In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then and in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.
12. **PURCHASE ORDERS:** It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and Buyer's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
13. **INVALID PROVISIONS:** In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain full force and effect.
14. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
15. **COMPANY'S LICENSES:**
 - 15.1 ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIVATIVE SERIVCES, P.O. BOX 989002, WEST SACRAMENTO, CALIFORNIA 95798.
 - 15.2 CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE

INITIAL_____

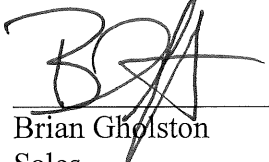
8111 SAN FERNANDO ROAD | SUN VALLEY, CALIFORNIA 91352
818.285.1500 | 818.285.1515 FAX | www.valleyalarm.com

Attachment A- Valley Alarm Propsoal

V A L L E Y A L A R M

SERVICE IS OUR BUSINESS

CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A
CONTRACTOR MAY BE REFERRED TO THE REGISTRAR WHOSE ADDRESS IS:
CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO,
CALIFORNIA 95826.



Brian Gholston
Sales

1/26/18

Date

Accepted

Date

INITIAL _____

8111 SAN FERNANDO ROAD | SUN VALLEY, CALIFORNIA 91352
818.285.1500 | 818.285.1515 FAX | www.valleyalarm.com

LICENSED BY THE STATE OF CALIFORNIA ALARM COMPANY LICENSE NUMBER: ACO 3687



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

February 6, 2018

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL FOR AWARD OF CONTRACT FOR POLICE ANNEX BUILDING ROOF REPAIR PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve award of contract to 4 Seasons Roofing, Inc., which will accept this project and proceed with the work in accordance with the proposal; and
2. Authorize Interim City Manager to execute and negotiate the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current condition of the Police Annex Building roof is subpar and leaks when it rains in several locations throughout the building. The repairs have been deferred for years, and the leaks continue to get worse. If not addressed, the leaks could compromise the integrity of the structure. Below are some photos of the current condition.



CONSIDERATION AND APPROVAL FOR AWARD OF CONTRACT FOR POLICE ANNEX BUILDING ROOF REPAIR PROJECT

February 6, 2018

Page 2 of 2

Staff has obtained three (3) proposals from licensed contractors that include the prevailing wages.

Vendor	Cost Estimate
4 Seasons Roofing Inc.	\$11,915
FC & Sons Roofing Inc.	\$11,968
Bravo Roofing Inc.	\$21,780

FISCAL IMPACT/FINANCING

Funding for repair and maintenance of Police buildings was approved in the City's FY 17-18 Adopted Budget for \$43,137 in account number 111-8024-421.43-10, Police Buildings O.S & M. The current available balance is \$26,046. No additional budget appropriation is required.

CONCLUSION

Upon approval by City Council, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
Interim City Manager



Daniel Hernandez
Director of Public Works

ATTACHMENT(S)

- A. Roofing Repair Proposals
- B. Draft Contractor Services Agreement

ATTACHMENT “A”

**TILE RE-SET ROOF REPAIR
CITY OF HUNTINGTON PARK
6550 Miles Avenue Huntington Park, California 90255**

**Re: CITY HALL BUILDING
6550 Miles Avenue
Huntington Park, California 90255**

**PREPARED FOR:
Mario Lopez**

**Office : (323) 584-6274
Fax : (323) 584-6309
mlopez@huntingtonpark.com**

Specifications:

SLOPE TILE AREAS:

January 26, 2018

CITY OF HUNTINGTON PARK
Attn: Mario Lopez
6900 Bissell Street
Huntington Park, California 90255



RE: TILE RE-SET ROOF REPAIRS SYSTEM
6550 Miles Avenue
Huntington Park, California 90255

Mr. Lopez,

SCOPE OF WORK :

- Removal of existing roof tiles and salvage to perform tile reset.

JOB DESCRIPTION :

- CITY HALL Building WALKWAY consists of One (1) two piece Spanish tile approx.. 150 pcs.
- CITY HALL Building rear section Existing roof consist of **one** (1) Two piece Spanish tile approx.. 1,200 sq. ft.

PRE-ROOFING CONFERENCE :

- Prior to starting the application of the roofing system, there will be a pre-roofing conference with the owner's representative to assure a clear understanding of the specifications, work to be done concerns of the buyer and scheduling.

PREPARATIONS :

- Inspect the existing sheathing and inform the buyer of any unsatisfactory conditions that may exist. Damaged or dry rotted wood or projectiles such as pipes, drains, vents, etc. discovered beneath the removed roofing **is not** included within the scope of this proposal.
- Remove dirt, debris and any foreign objects by sweeping and power blowing.
- Call for **deck** inspection and **final** inspection from the local building department (if applicable)

SPECIFICATIONS :

- **LOW SLOPE- WEATHERWELD SYSTEM AND TILE RESET FOR SLOPE SECTION**
This specification is used in new and retrofit roofing systems with a nailable deck or other types of mechanical fasteners. Properly installed by an approved applicator it is eligible for a manufactures warranty if applicable.

PERFORMANCE :

- Contractor agrees to furnish at the project, all labor, materials, tools, equipment, services and other facilities required for the prompt efficient execution of the work described within the scope of this proposal.

APPLICATION :

CITY HALL BUILDING WALKWAY: SLOPE ROOF REPAIRS 150 PCS. CLAY ROOF TILE

1. Remove Brocken roof tiles as needed at affected area approx. 150 pcs. And dispose of properly.
2. Replace with matching roof tile as close as possible to existing two-piece Spanish clay roof tile.
3. Inspect the deck for water damaged, wood, termite damage, etc. If repairs are needed, the owner or Owners representative will be notified for approval of repairs, If any repairs are too be done by contractor Upon agreement, there will be an additional charge from original price based on materials and labor.
4. General repairs and maintenance to the roof flashings as needed at affected area.
5. Contractor will supply a 1-year labor warranty.

**CITY HALL BUILDING REAR SECTION: SLOPE ROOF TILE RESET
APPROX. 1,200 SQ. FT.**

1. Remove all roof tiles as needed at affected area approx. 1,200 sq. ft. and salvage as much as possible.
2. Remove underlay or repair as needed, install two (2) layers of new 40-lbs felt.
3. Over prepared roof membrane re-installs existing roof tile.
4. Inspect the deck for water damaged, wood, termite damage, etc. If repairs are needed, the owner or Owners representative will be notified for approval of repairs, If any repairs are too be done by contractor Upon agreement, there will be an additional charge from original price based on materials and labor.
5. Replace with matching roof tile as close as possible to existing two-piece Spanish clay roof tile.
6. General repairs and maintenance to the roof flashings as needed at affected area.
7. Contractor will supply a 1-year labor warranty.

PAYMENT TERMS :

The buyer shall pay the seller progress payments. The remaining balance is due upon completion. Substantial commencement of the work shall occur when materials have been delivered to the Job address. The contract sum shall be **Fourteen Thousand Nine Hundred Ninety-Five U.S. dollars**, subject to additions and deletions as provided in the contract documents and or change orders.

PRICE TO REPLACE CLAY ROOF TILES SYSTEM :\$ 14,995.00_____.

6550 Miles Ave.
Huntington Park, California 90255

CLEAN UP :

- The job site will remain neat and orderly at all times.
- Remove from the job site debris, scraps, containers and any rubbish resulting from the day's work.
- At the completion of the job, any debris resulting from the job shall be removed from the premises immediately.
- Duration of job will be approximately **Twenty** (20) Working Days.

GUARANTEED WORKMANSHIP :

- The workmanship is warranted for a period of **ONE** (1) years for repairs) from the date of completion per the guarantee. This includes a yearly maintenance inspection for the length of the guarantee.

LINE ITEM :

RAIN GUTTER REPAIR : \$ 10.95 PER FEET
WOOD REPLACEMENT 1 "X 6" : \$ 6.05 PER LINEAL FT.
ROOF SHEETING REPLACEMENT 1/2" CDX PLYWOOD : \$ 6.88 PER SQ. FT.

- This price **does not** include asbestos abatement, should there be any.
- State **prevailing wages** is applicable for this project.
- The cost of disconnection and reconnection of air conditioning ducts, electrical and or gas conduit to any roof equipment **is not** included within the scope of this proposal.
- This price **does not** include woodwork, structural reinforcement or carpentry work should there be any.
- Any new drains, equipment, skylight, drip pans, etc... that are to be installed must be brought to the attention of the seller prior to commencement of work. Depending on said equipment, additional cost may incur.

ACCEPTANCE OF PROPOSAL

Accepted By: _____.

ANTIBAL CABRAL

1/26/2018

Print Name: _____.

Seller:

Date:

Title: _____, Date: _____.

Note: This price is good for and might change after ten (10) days from date issued, if there is a material and/or other price increase by manufacturer or supplier.

**TILE & LOW SLOPE ROOF REPAIR
CITY OF HUNTINGTON PARK
6550 Miles Avenue Huntington Park, California 90255**

**Re: ANNEX BUILDING
6538 Miles Avenue
Huntington Park, California 90255**

**PREPARED FOR:
Mario Lopez**

**Office : (323) 584-6274
Fax : (323) 584-6309
mlopez@huntingtonpark.com**

Specifications:

LOW SLOPE FLAT ROOF and SLOPE TILE AREAS:

January 26, 2018

CITY OF HUNTINGTON PARK
Attn: Mario Lopez
6900 Bissell Street
Huntington Park, California 90255



RE: ROOF REPAIRS/RESTORATION SYSTEM
6538 Miles Avenue
Huntington Park, California 90255

Mr. Lopez,

SCOPE OF WORK :

- Removal of existing loose gravel of low slope roof prior to application of NEW WEATHERWELD ROOF SYSTEM.
- Removal of existing roof tiles and salvage to perform tile reset.

JOB DESCRIPTION :

- ANNEX Building consists of One (1) BUR gravel surfaced roof.

PRE-ROOFING CONFERENCE :

- Prior to starting the application of the roofing system, there will be a pre-roofing conference with the owner's representative to assure a clear understanding of the specifications, work to be done concerns of the buyer and scheduling.

PREPARATIONS :

- Inspect the existing sheathing and inform the buyer of any unsatisfactory conditions that may exist. Damaged or dry rotted wood or projectiles such as pipes, drains, vents, etc. discovered beneath the removed roofing **is not** included within the scope of this proposal.
- Remove dirt, debris and any foreign objects by sweeping and power blowing.
- Call for **deck** inspection and **final** inspection from the local building department (if applicable)

SPECIFICATIONS :

- **LOW SLOPE- WEATHERWELD SYSTEM AND TILE RESET FOR SLOPE SECTION**
This specification is used in new and retrofit roofing systems with a nailable deck or other types of mechanical fasteners. Properly installed by an approved applicator it is eligible for a manufactures warranty if applicable.

PERFORMANCE :

- Contractor agrees to furnish at the project, all labor, materials, tools, equipment, services and other facilities required for the prompt efficient execution of the work described within the scope of this proposal.

APPLICATION :

ANNEX BUILDING: LOW SLOPE ROOF REPAIRS APPROX. 600 SQ. FT.

1. Power broom and remove all gravel from affected areas including penthouse roof.
2. Rework Four (4) roof drains and overflow wall scupper drains as needed.
3. Inspect the deck for water damaged, wood, termite damage, etc. If repairs are needed, the owner or Owners representative will be notified for approval of repairs, If any repairs are too be done by contractor Upon agreement, there will be an additional charge from original price based on materials and labor.
4. General repairs and maintenance to the roof flashings.
5. Replace all gravel stop and flashings as needed.
6. Over the existing broomed and repaired gravel roof, apply the Weather-weld system as follows:
7. Spray apply 15-gals per square of Asphalt Emulsion and immediately embed one layer of polyester. Let cure for 48-hours.
8. Spray apply 22-gals per square of High Solid Asphalt Emulsion and immediately embed 11lbs. of chopped glass. Let cure for 48-hours.
9. After curing, install 3 gallons per square of Apoc's Acrylic Coating #232 Base Coat and #252 Top Coat in two (2) separate 1.5 gallon applications.
10. Contractor will supply a 1-year labor warranty.

PAYMENT TERMS :

The buyer shall pay the seller progress payments. The remaining balance is due upon completion. Substantial commencement of the work shall occur when materials have been delivered to the Job address. The contract sum shall be **Twelve Thousand Two Hundred Fifteen U.S. dollars**, subject to additions and deletions as provided in the contract documents and or change orders.

PRICE TO APPLY WEATHERWELD SEAMLESS ROOF SYSTEM : ...\$ 12,215.00_____.

CLEAN UP :

- The job site will remain neat and orderly at all times.
- Remove from the job site debris, scraps, containers and any rubbish resulting from the day's work.
- At the completion of the job, any debris resulting from the job shall be removed from the premises immediately.
- Duration of job will be approximately **Ten** (10) Working Days.

GUARANTEED WORKMANSHIP :

- The workmanship is warranted for a period of **ONE** (1) years for repairs from the date of completion per the guarantee. This includes a yearly maintenance inspection for the length of the guarantee.

LINE ITEM :

RAIN GUTTER REPAIR : **\$ 10.95 PER FEET**
WOOD REPLACEMENT 1"X 6" : **\$ 6.05 PER LINEAL FT.**
ROOF SHEETING REPLACEMENT 1/2" CDX PLYWOOD : **\$ 6.88 PER SQ. FT.**

- This price **does not** include asbestos abatement, should there be any.
- State **prevailing wages** is applicable for this project.
- The cost of disconnection and reconnection of air conditioning ducts, electrical and or gas conduit to any roof equipment **is not** included within the scope of this proposal.
- This price **does not** include woodwork, structural reinforcement or carpentry work should there be any.
- Any new drains, equipment, skylight, drip pans, etc.. that are to be installed must be brought to the attention of the seller prior to commencement of work. Depending on said equipment, additional cost may incur.

ACCEPTANCE OF PROPOSAL

Accepted By: _____.

ANTIBAL CABRAL

1/26/2018

Print Name: _____.

Seller:

Date:

Title: _____ Date: _____.

Note: This price is good for and might change after ten (10) days from date issued, if there is a material and/or other price increase by manufacturer or supplier.



December 09, 2017

City of Huntington Park
Attn.: Mr. Mario Lopez
6900 Bissell St.
Huntington Park, CA 90255

Re: City of Huntington Park-Tile Replacement Section
6550 Miles Ave.
Huntington Park, CA

Dear Mr. Lopez:

SCOPE OF WORK

The work consists of furnishing all labor, materials, equipment, and services as may be necessary to remove the existing Spanish roof two piece tiles to an area of approximately 80' x 32' and replace with new as follows:

1. Remove existing Spanish roof tile and properly dispose.
2. Inspect the deck, beams, rafters for rotting defects, etc. If repairs are needed owner will be notified for approval of additional charges based on materials and labor.
3. Prepare a smooth dry clean surface.
4. Over wood deck install a one layer of #30 lbs underlayment nailed to the deck with appropriate fastener.
5. Over underlayment install US Tile two piece Spanish tile nailed to deck and seal with mortar to match existing per manufacture specifications.
6. Install new metal pipe flashings and fastened to deck.
7. Clean and remove all debris created by the roofing operation and leave all premises in a clean and orderly manner.
8. Duration of the job will be approximately five (5) working days weather permitting.
9. A-2 year workmanship warranty will be provided upon completion and receipt of final payment.



6508 Clara Street, Bell Gardens, CA 90201-5608 Tel: 562/927-2310
Fax: 562/927-3910 www.fcsonsoorroofing.com Fully
Insured & Bondable License #776310

December 12, 2017

JOB LOCATION
6550 Miles Ave.
Huntington Park, CA


Total price to replace tile to an area of approximately 80' x 32'\$38,172.00

Total price to replace tiles to an area of approximately 80' x15'\$22,352.00

Total price to remove and replace approximately 150 tiles.....\$8,107.00

Note: Unless otherwise itemized in this scope of work, this price does not include: disconnecting and/or reinstalling any site equipment, duct work, removing and replacing gutters and down spouts, gutter clean-up, carpentry work, electrical lines, gas lines and/or air conditioning units; removal and disposal of any abandoned equipment; testing and/or removal of hazardous materials. All work will be performed during normal business hours Mon.-Friday 7am – 5pm. Proposal valid for 30 days from date above.

Sincerely,


Andy Cabral
Project Manager

Accepted By _____

Date _____

1
22,352.00
8,107.00

30,459



December 09, 2017

City of Huntington Park
Attn.: Mr. Mario Lopez
6900 Bissell St.
Huntington Park, CA 90255

Re: City of Huntington Park-Annex Bldg.
6538 Miles Ave.
Huntington Park, CA

Dear Mr. Lopez:

SCOPE OF WORK

The work consists of furnishing all labor, materials, equipment, and services as may be necessary to complete apply one pass of emulsion set in polyester fabric and install a Title 24 Acrylic coating to approximately 3,700 square feet of roof surface as follows:

1. Remove gravel rock to entire roof surface and properly dispose.
2. Prepare a smooth dry clean surface.
3. Seal counter flashing metal at joints with caulking sealant.
4. Seal pipes using a three (3) course system using mastic and reinforcing web.
5. Seal roof drains with a three (3) course system using mastic and reinforcing web.
6. Power wash existing roof membrane to be clean of debris prior to coating application.
7. Over existing apply Apoc#300 emulsion at the approximate rate of 4-gallons per 100 sq. ft. and embed one layer of Tietex polyester. Allow to cure.
8. Over cured emulsion apply reflective acrylic cool roof coating to meet title 24 regulations, #252 at the rate of approximately 1.5-gallons per 100 sq. ft. in two uniform coats.
9. Clean and remove all debris created by the roofing operation and leave all premises in a clean and orderly manner.
10. Duration of the job will be approximately take five (5) working day if weather permitting.



6508 Clara Street, Bell Gardens, CA 90201-5608 Tel: 562/927-
2310 Fax: 562/927-3910 www.fcsonsofroofing.com Fully
Insured & Bondable License #776310

December 09, 2017

JOB LOCATION
6538 Miles Ave.
Huntington Park, CA

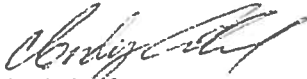
11. A-2 year workmanship warranty will be provided upon completion of all work and receipt of final payment.

Total price for new roof restoration system to entire building.....\$37,257.00

Total price for repairs at four corners & upper gravel roof.....\$11,968.00

Note: Unless otherwise itemized in this scope of work, this price does not include: disconnecting and/or reinstalling any site equipment, duct work, metal replacement, new pipe flashings, electrical lines, gas lines, carpentry work, air conditioning units; removal and disposal of any abandoned equipment; testing and/or removal of hazardous materials. Normal work schedule hours Monday-Friday (7am-5pm)

Sincerely,



Andy Cabral
Project Manager

Accepted By _____

Date _____

11,968



255 Viking Avenue
Brea, CA 92821
Phone: 714-672-9061
Fax: 714-672-9062

Lic. # (C-39) 683275
SBE & DBE Certified

Proposal

Written By	Bravo Rep	Date	Estimate #
MDB	CB	12/5/2017	51882

Name / Address

City of Huntington Park
Mario Lopez
6900 Bissell Street
Huntington Park, CA 90255

Project

Police Station
6538 Miles Ave
Huntington Park, CA 90255

Customer Contact

Mario Lopez

Customer Phone

562-271-3663

Customer E-mail

mlopez@hpca.gov

Description

SCOPE OF WORK:

Furnish labor and materials to roof the above referenced project in accordance with these specifications.

PREPARATION:

Set up all safety equipment including but not limited to access controlled zones.

APPLICATION:

Section A Four Corners, Approx 6'x6' Each

1. Tear-off one existing layer of roof down to the deck.
2. Thoroughly inspect the plywood deck for any dry rot or deterioration damage.
3. If necessary, plywood replacement will be an additional cost at \$95.00 per sheet.
4. Install self-adhered base sheet.
5. Install self-adhered mid-ply.
6. Install self-adhered cap sheet.
7. All appurtenant finish and tie-in work will be performed in a thorough and professional manner.
8. At all times, housekeeping procedures will be in effect.
9. Ensure that all times, safety is a priority.

Section A Reroof

1. Tear-off one existing layer of roof down to the deck.
2. Thoroughly inspect the plywood deck for any dry rot or deterioration damage.
3. If necessary, plywood replacement will be an additional cost of \$95.00 per sheet.
4. Once roof field is prepped for system installation, install 1/4" Securock, mechanically attached, to roof field.
5. Install FiberTite 36 mil. KEE Single-ply System, per manufacturer specifications; includes all required roofing related details.
6. All appurtenant finish and tie-in work will be performed in a thorough and professional manner.
7. At all times, housekeeping procedures will be in effect.
8. Ensure that all times, safety is a priority.

Total cost includes labor, materials, taxes, supervision, equipment/rentals, insurance, licenses, fees and overhead. If you are in accordance with the Pricing & Terms herein, please execute the agreement below and return ENTIRE COPY.

PO # _____

Payment Options



Client Signature _____

Title _____

Date _____

Bravo Roofing Signature _____

Title _____

Date _____



255 Viking Avenue
Brea, CA 92821
Phone: 714-672-9061
Fax: 714-672-9062

Lic. # (C-39) 683275
SBE & DBE Certified

Proposal

Written By	Bravo Rep	Date	Estimate #
MDB	CB	12/5/2017	51882

Name / Address

City of Huntington Park
Mario Lopez
6900 Bissell Street
Huntington Park, CA 90255

Project

Police Station
6538 Miles Ave
Huntington Park, CA 90255

Customer Contact

Mario Lopez

Customer Phone

562-271-3663

Customer E-mail

mlopez@hpca.gov

Description

Section B

1. Tear-off one existing layer of roof down to the deck.
2. Thoroughly inspect the plywood deck for any dry rot or deterioration damage.
3. If necessary, plywood replacement will be an additional cost of \$95.00 per sheet.
4. Once roof field is prepped for system installation, install 1/4" Securock, mechanically attached, to roof field.
5. Install FiberTite 36 mil. KEE Single-ply System, per manufacturer specifications; includes all required roofing related details.
6. All appurtenant finish and tie-in work will be performed in a thorough and professional manner.
7. At all times, housekeeping procedures will be in effect.
8. Ensure that all times, safety is a priority.

Section C

1. Lift tile from the roof field and carefully stack aside for reuse.
2. Remove any existing ridge or valley metal and set aside.
3. Remove existing felt paper and inspect deck for any dry rot or deterioration.
4. If necessary, plywood replacement will be an additional cost of \$95.00 per sheet.
5. Install one layer of Boral felt to prepared deck.
6. Re-install tile, fastening with nails, and replace any broken tiles with new blending to old existing tile as best as possible.
7. Re-install ridge and valley metal, replacing with new, if necessary.
8. Seal around pipe flashings, where necessary.
9. All appurtenant finish and tie-in work will be performed in a thorough and professional manner.
10. At all times, housekeeping procedures will be in effect.
11. Ensure that all times, safety is a priority.

Total cost includes labor, materials, taxes, supervision, equipment/rentals, insurance, licenses, fees and overhead. If you are in accordance with the Pricing & Terms herein, please execute the agreement below and return ENTIRE COPY.

PO # _____

Payment Options



Client Signature _____

Title _____

Date _____

Bravo Roofing Signature _____

Title _____

Date _____



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Proposal

Written By	Bravo Rep	Date	Estimate #
MDB	CB	12/5/2017	51882

Name / Address

City of Huntington Park
Mario Lopez
6900 Bissell Street
Huntington Park, CA 90255

Project

Police Station
6538 Miles Ave
Huntington Park, CA 90255

Customer Contact	Customer Phone	Customer E-mail
Mario Lopez	562-271-3663	mlopez@hpcg.gov

Description

CLEAN UP:

Upon completion, Bravo Roofing Inc shall remove all job related debris from job site.

ACCESS:

Owner shall guarantee direct access to roof.

SAFETY:

At all times, Bravo Roofing Inc will maintain a workplace safety and health program to ensure compliance with OSHA standards. In order to do so, Bravo Roofing Inc will enforce safety practices on site during every workday and conduct safety inspections through a third party safety company.

GUARANTEE:

Upon completion of and receipt of full payment for all work outlined herein, we will provide one leak call at no charge within 12 months from date of completion.

CONTRACTOR WARRANTY

All Work performed by Bravo Roofing, Inc. (only) shall be warranted for a period of TWO-years from the date of completion. This shall guarantee the owner that all work performed is free from defective workmanship. The guarantee shall obligate the contractor to repair, without cost to the owner, any such defects which are discovered during the term of the guarantee. Roof membrane splitting caused by severe structural or seismic movement of the building, act of God, abuse by other trades or tenants is specifically excluded from this guarantee. This warranty also excludes any interior damage resulting from water leakage.

MANUFACTURE WARRANTY

Per manufacture, the Boral TileSeal underlayment has a THIRTY-year limited warranty for section C of building.

MANUFACTURE WARRANTY

Bravo Roofing, Inc. will file the appropriate manufacturer paperwork to secure a 20-year "No Dollar Limit" manufacturer warranty of the FiberTite roof system for sections A+B of building.

Total cost includes labor, materials, taxes, supervision, equipment/rentals, insurance, licenses, fees and overhead. If you are in accordance with the Pricing & Terms herein, please execute the agreement below and return ENTIRE COPY.

PO # _____

Payment Options



Client Signature _____

Title _____

Date _____

Bravo Roofing Signature _____

Title _____

Date _____



255 Viking Avenue
Brea, CA 92821
Phone: 714-672-9061
Fax: 714-672-9062

Lic. # (C-39) 683275
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Proposal

Written By	Bravo Rep	Date	Estimate #
MDB	CB	12/5/2017	51882

Name / Address

City of Huntington Park
Mario Lopez
6900 Bissell Street
Huntington Park, CA 90255

Project

Police Station
6538 Miles Ave
Huntington Park, CA 90255

Customer Contact	Customer Phone	Customer E-mail
Mario Lopez	562-271-3663	mlopez@hpca.gov
Description		

BASE PRICE:

Section A Four Corners- \$14,980.00

Section B- \$6,800.00

BUDGET NUMBERS:

Section A- \$52,300.00

Section C- \$140,000.00

*Prices listed above are valid only if the roof has no asbestos. Bravo Roofing Inc requires a copy of written report of asbestos findings before proceeding with project.

Total cost includes labor, materials, taxes, supervision, equipment/rentals, insurance, licenses, fees and overhead. If you are in accordance with the Pricing & Terms herein, please execute the agreement below and return ENTIRE COPY.

PO # _____

Payment Options



Client Signature _____ Title _____ Date _____

Bravo Roofing Signature _____ Title _____ Date _____



Bravo Roofing Inc.

255 Viking Avenue

Brea, CA 92821

Office: (714) 672-9061

Fax: (714) 672-9062

GENERAL DISCLAIMERS AND DISCLOSURES:

By approving this Proposal and thereby entering Contract with Bravo Roofing, Inc., Client agrees to the terms and conditions contained herein and hereby expressly incorporated as terms of this Contract.

- A. **Parties:** the signatory to this Proposal and Contract, and/or the obligated organization shall hereafter be referred to as the “**Client**”. **Bravo Roofing, Inc.** also hereafter referred to as “**Contractor**”.
- B. **Authority:** By signing and authorizing Bravo Roofing, Inc. to complete the work described herein, Client hereby certifies their legal authority and right to do so, including site ownership or stewardship if applicable. Client agrees to hold Bravo Roofing, Inc. harmless from any suit or legal action arising from disputes related to standing or authority.
- C. **Overtime:** All services outlined in this proposal will be performed during the hours of 7:00 am to 3:30 pm, Monday through Friday, unless otherwise arranged with Bravo Roofing, Inc. Site conditions or Client conditions requiring overtime not included in this contract and approved by Client’s agent will be reimbursed at Bravo Roofing, Inc. or Prevailing wage overtime rates, as applicable.
- D. **Additional Work:** Bravo Roofing, Inc. agrees to supply the material, labor, and truck charges as specifically listed herein. If additional work is required to meet manufacturer’s specifications, required design criteria, or to prevent damage to the structure, person(s), or contents, including the work provided for in this proposal and contract, or to satisfy governmental health, safety and building codes, rules and laws of the AQMD and/or EPA, such work will be at an additional cost.
- E. **Acceptance:** This proposal is subject to acceptance within 20 days from the date of quotation as listed above. If not accepted within 20 days of quotation, this Proposal and Contract shall be considered null and void, and both parties are released from all obligation without any further action or consideration.
- F. **Attorney’s Fees:** If either party hereto commences an action against the other arising out of or in connection with this Proposal and Contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney’s fees and costs of suit. Any legal action relating to this contract or breach thereof shall be commenced within one (1) year from the date of commencement of work.
- G. **Indemnity:** Bravo Roofing, Inc. will indemnify and hold harmless Client from loss or damage to persons or property arising directly from Bravo Roofing Inc’s performance of the work and caused by any negligent acts of Bravo Roofing, Inc. or its employees. Client shall hold Contractor harmless from any dispute not directly relating to the work completed by Bravo Roofing, Inc.
- H. Client to make available to Contractor’s personnel, all pertinent Material Safety Data Sheets (MSDS) as specified by OSHA’s hazard communication standard regulations.
- I. **Hazardous Substances:** Bravo Roofing, Inc.’s implied obligation under this Proposal and Contract does NOT include identification of, removal or abatement of any asbestos product(s) or other hazardous substance(s). Bravo Roofing, Inc. is a roofing contractor, and as such, is not an expert in the detection of environmental hazards (i.e. asbestos). It is the responsibility of the Client to inform Bravo Roofing Inc. of any hazards that might exist. Upon discovery of any such product(s) and/or substance(s), Contractor reserves the right to suspend work until said product(s) and/or substance(s) are removed and/or abated at Client’s expense.
- J. **Differing Site Conditions:** If Bravo Roofing, Inc. encounters subsurface or latent physical conditions at the site, differing materially from those indicated in the plans or specifications or job walk, or unknown physical conditions, of an unusual nature, or differing materially from the conditions presumed in this Proposal and Contract, Bravo Roofing, Inc. will promptly notify the Client if such conditions cause a change in the time, or material or the Contract. An equitable adjustment will be made in accordance with such findings.

Client Signature _____ Title _____ Date _____



Bravo Roofing Inc.
126 South Viking Avenue
Brea, CA 92821
Office: (714) 672-9061
Fax: (714) 672-9062

- K. Unless explicitly listed in this Proposal, installation or repair of the following is excluded: skylights, view screens, structural modifications or engineering, repair or installation of access ladders, roof hatches, roof pathways, patching, painting, lawn repairs, sidewalk damage, concrete structural damage, ceiling tile damage, water spots or water damage to carpets or flooring, or façade damage.
- L. Contractors are required by law to be licensed and are regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board.
- M. Air Conditioning Ducts, Units, Valves, and Swamp Coolers: Unless otherwise stated in these specifications, the scope of this Contract does not include repairing or replacing air conditioning units or duct or swamp coolers. Further, Bravo Roofing Inc. is not responsible for any leakage whose source originates from air conditioning units/ducts or swamp coolers.
- N. Existing Drainage Conditions: This Contract does not include reducing or eliminating ponding water conditions. The existing slope of the roof and the existing placement of the drains will not be changed, unless specifically noted in this Proposal. Bravo Roofing, Inc. is not responsible for the cost of any work required to change or improve the drainage characteristics of this roof. Bravo Roofing, Inc. recommends additional drains on any roof to improve drainage and add longevity to the roof system where severe ponding water is present.
- O. Exclusions: Unless otherwise explicitly included in the Scope Of Work, the following shall NOT be the responsibility of Bravo Roofing, Inc.: Any City fees, public works permits, structural calculations, engineering work, any permits, special inspectors, independent inspectors, certified inspectors, deputy inspectors, inspection testing and abatement, lead testing and removal, OSHA permit, Building Department changes or corrections, miscellaneous fees, surveyors, engineers or structural observation. Anything other than work and materials specified in this Proposal, including, but not limited to: Temporary fencing, temporary power pole(s), sprinkler removal, sprinkler installation, plumbing locating or relocating, locating or relocating of any utilities, removal or replacing of fencing, landscaping, alarm system, fire system, fire sprinklers, HVAC equipment, HVAC relocation, or HVAC upgrade, electrical upgrade, electrical panel upgrade, foundation upgrade, foundation bolting, any type of patching, utilities connection/disconnection, audio systems, CAT 5, CAT 6, sound wiring, street permits, pumping of water, rain gutters, phone system, tv's or related antennas, wiring, or equipment, visual or audio equipment, or HVAC vents and return grills.
- P. General Disclaimer: Contractor is not responsible for damage to lawn, flowers, trees, plants, flowerpots, or sprinkler system during constructions. Contractor does not provide any security for job site or any items left inside or outside of the job site during the Project. Client is responsible for any and all materials left inside or outside the job site during the Project, unless otherwise explicitly arranged in advance and agreed to in writing with Bravo Roofing, Inc.
- Q. Changes: Any changes to the scope of work must be approved in writing via Change Order. Any changes, modifications, or discrepancies in the approved plans may result in a change in contract price.
- R. Protection of Items: Contractor is not responsible for covering any non-roof related items such as gardens, pools, etc.

Client Signature _____ Title _____ Date _____



Bravo Roofing Inc.

255 Viking Avenue

Brea, CA 92821

Office: (714) 672-9061

Fax: (714) 672-9062

Exhibit A- Inspection Photos

6538 Miles Ave. Huntington Park, CA 90255



Photo 1: Front of Site



Photo 2: Overview of Corner at Section A



Photo 3: Overview of Corner at Section A



Photo 4: Pipe Flashings at Section A



Bravo Roofing Inc.
255 Viking Avenue
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Exhibit A- Inspection Photos
6538 Miles Ave. Huntington Park, CA 90255



Photo 5: Corner at Section A



Photo 6: Overview of Section B



Photo 7: Split at Section B



Photo 8: Overview of Tile in Section C

Exhibit B- Aerial Map

6538 Miles Ave, Huntington Park, CA 90255





255 Viking Avenue
Brea, CA 92821
Phone: 714-672-9061
Fax: 714-672-9062

Lic. # (C-39) 683275
SBE & DBE Certified

Proposal

Written By	Bravo Rep	Date	Estimate #
MDB	CB	12/5/2017	51881

Name / Address

City of Huntington Park
Mario Lopez
6900 Bissell Street
Huntington Park, CA 90255

Project

City Hall
6550 Miles Ave
Huntington Park, CA 90255

Customer Contact

Mario Lopez

Customer Phone

562-271-3663

Customer E-mail

mlopez@hpcg.gov

Description

SCOPE OF WORK:

Furnish labor and materials to roof the above referenced project in accordance with these specifications.

PREPARATION:

Set up all safety equipment including but not limited to access controlled zones.

APPLICATION:

Sections A, B, C

1. Lift tile from the roof field and carefully stack aside for reuse.
2. Remove any existing ridge or valley metal and set aside.
3. Remove existing felt paper and inspect deck for any dry rot or deterioration.
4. If necessary, plywood replacement will be an additional cost of \$95.00 per sheet.
5. Install one layer of Boral felt to prepared deck.
6. Re-install tile, fastening with nails, and replace any broken tiles with new blending to old existing tile as best as possible.
7. Re-install ridge and valley metal, replacing with new, if necessary.
8. Seal around pipe flashings, where necessary.
9. Install clay bird stops.
10. All appurtenant finish and tie-in work will be performed in a thorough and professional manner.
11. At all times, housekeeping procedures will be in effect.
12. Ensure that all times, safety is a priority.

Section D

1. Inspect roof for any broken or missing tiles.
2. Replace up to 150 pieces of broken tile.
3. At all times, housekeeping procedures will be in effect.
4. All job related debris will be cleaned and removed from job site.
5. Ensure that all times, safety is a priority.

Total cost includes labor, materials, taxes, supervision, equipment/rentals, insurance, licenses, fees and overhead. If you are in accordance with the Pricing & Terms herein, please execute the agreement below and return ENTIRE COPY.

PO # _____

Payment Options



Client Signature _____

Title _____

Date _____

Bravo Roofing Signature _____

Title _____

Date _____



255 Viking Avenue
Brea, CA 92821
Phone: 714-672-9061
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Lic. # (C-39) 683275
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Proposal

Written By	Bravo Rep	Date	Estimate #
MDB	CB	12/5/2017	51881

Name / Address

City of Huntington Park
Mario Lopez
6900 Bissell Street
Huntington Park, CA 90255

Project

City Hall
6550 Miles Ave
Huntington Park, CA 90255

Customer Contact	Customer Phone	Customer E-mail
Mario Lopez	562-271-3663	mlopez@hpcg.gov
Description		

CLEAN UP:

Upon completion, Bravo Roofing Inc shall remove all job related debris from job site.

ACCESS:

Owner shall guarantee direct access to roof.

SAFETY:

At all times, Bravo Roofing Inc will maintain a workplace safety and health program to ensure compliance with OSHA standards. In order to do so, Bravo Roofing Inc will enforce safety practices on site during every workday and conduct safety inspections through a third party safety company.

GUARANTEE:

Upon completion of and receipt of full payment for all work outlined herein, we will provide one leak call at no charge within 12 months from date of completion.

CONTRACTOR WARRANTY

All Work performed by Bravo Roofing, Inc. (only) shall be warranted for a period of TWO-years from the date of completion. This shall guarantee the owner that all work performed is free from defective workmanship. The guarantee shall obligate the contractor to repair, without cost to the owner, any such defects which are discovered during the term of the guarantee. Roof membrane splitting caused by severe structural or seismic movement of the building, act of God, abuse by other trades or tenants is specifically excluded from this guarantee. This warranty also excludes any interior damage resulting from water leakage.

MANUFACTURE WARRANTY

Per manufacture, the Boral TileSeal underlayment has a THIRTY-year limited warranty.

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City Hall
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Customer Contact	Customer Phone	Customer E-mail
Mario Lopez	562-271-3663	mlopez@hpcg.gov
Description		

BASE PRICE:

Section A1- \$12,980.00
Section A2- \$12,980.00
Section A3- \$12,980.00

BUDGET NUMBERS:

Section B- \$50,400.00
Section A+B- \$87,550.00
Section C- \$357,000.00
Section D- \$12,740.00

TERMS OF PAYMENT: 40% of contract pricing due upon job start-up; balance due upon job completion.

Total cost includes labor, materials, taxes, supervision, equipment/rentals, insurance, licenses, fees and overhead. If you are in accordance with the Pricing & Terms herein, please execute the agreement below and return ENTIRE COPY.

PO # _____

Payment Options



Client Signature _____ Title _____ Date _____

Bravo Roofing Signature _____ Title _____ Date _____



Bravo Roofing Inc.

255 Viking Avenue

Brea, CA 92821

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Fax: (714) 672-9062

GENERAL DISCLAIMERS AND DISCLOSURES:

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- B. **Authority:** By signing and authorizing Bravo Roofing, Inc. to complete the work described herein, Client hereby certifies their legal authority and right to do so, including site ownership or stewardship if applicable. Client agrees to hold Bravo Roofing, Inc. harmless from any suit or legal action arising from disputes related to standing or authority.
- C. **Overtime:** All services outlined in this proposal will be performed during the hours of 7:00 am to 3:30 pm, Monday through Friday, unless otherwise arranged with Bravo Roofing, Inc. Site conditions or Client conditions requiring overtime not included in this contract and approved by Client’s agent will be reimbursed at Bravo Roofing, Inc. or Prevailing wage overtime rates, as applicable.
- D. **Additional Work:** Bravo Roofing, Inc. agrees to supply the material, labor, and truck charges as specifically listed herein. If additional work is required to meet manufacturer’s specifications, required design criteria, or to prevent damage to the structure, person(s), or contents, including the work provided for in this proposal and contract, or to satisfy governmental health, safety and building codes, rules and laws of the AQMD and/or EPA, such work will be at an additional cost.
- E. **Acceptance:** This proposal is subject to acceptance within 20 days from the date of quotation as listed above. If not accepted within 20 days of quotation, this Proposal and Contract shall be considered null and void, and both parties are released from all obligation without any further action or consideration.
- F. **Attorney’s Fees:** If either party hereto commences an action against the other arising out of or in connection with this Proposal and Contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney’s fees and costs of suit. Any legal action relating to this contract or breach thereof shall be commenced within one (1) year from the date of commencement of work.
- G. **Indemnity:** Bravo Roofing, Inc. will indemnify and hold harmless Client from loss or damage to persons or property arising directly from Bravo Roofing Inc’s performance of the work and caused by any negligent acts of Bravo Roofing, Inc. or its employees. Client shall hold Contractor harmless from any dispute not directly relating to the work completed by Bravo Roofing, Inc.
- H. Client to make available to Contractor’s personnel, all pertinent Material Safety Data Sheets (MSDS) as specified by OSHA’s hazard communication standard regulations.
- I. **Hazardous Substances:** Bravo Roofing, Inc.’s implied obligation under this Proposal and Contract does NOT include identification of, removal or abatement of any asbestos product(s) or other hazardous substance(s). Bravo Roofing, Inc. is a roofing contractor, and as such, is not an expert in the detection of environmental hazards (i.e. asbestos). It is the responsibility of the Client to inform Bravo Roofing Inc. of any hazards that might exist. Upon discovery of any such product(s) and/or substance(s), Contractor reserves the right to suspend work until said product(s) and/or substance(s) are removed and/or abated at Client’s expense.
- J. **Differing Site Conditions:** If Bravo Roofing, Inc. encounters subsurface or latent physical conditions at the site, differing materially from those indicated in the plans or specifications or job walk, or unknown physical conditions, of an unusual nature, or differing materially from the conditions presumed in this Proposal and Contract, Bravo Roofing, Inc. will promptly notify the Client if such conditions cause a change in the time, or material or the Contract. An equitable adjustment will be made in accordance with such findings.

Client Signature _____ Title _____ Date _____



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126 South Viking Avenue
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Office: (714) 672-9061
Fax: (714) 672-9062

- K. Unless explicitly listed in this Proposal, installation or repair of the following is excluded: skylights, view screens, structural modifications or engineering, repair or installation of access ladders, roof hatches, roof pathways, patching, painting, lawn repairs, sidewalk damage, concrete structural damage, ceiling tile damage, water spots or water damage to carpets or flooring, or façade damage.
- L. Contractors are required by law to be licensed and are regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board.
- M. Air Conditioning Ducts, Units, Valves, and Swamp Coolers: Unless otherwise stated in these specifications, the scope of this Contract does not include repairing or replacing air conditioning units or duct or swamp coolers. Further, Bravo Roofing Inc. is not responsible for any leakage whose source originates from air conditioning units/ducts or swamp coolers.
- N. Existing Drainage Conditions: This Contract does not include reducing or eliminating ponding water conditions. The existing slope of the roof and the existing placement of the drains will not be changed, unless specifically noted in this Proposal. Bravo Roofing, Inc. is not responsible for the cost of any work required to change or improve the drainage characteristics of this roof. Bravo Roofing, Inc. recommends additional drains on any roof to improve drainage and add longevity to the roof system where severe ponding water is present.
- O. Exclusions: Unless otherwise explicitly included in the Scope Of Work, the following shall NOT be the responsibility of Bravo Roofing, Inc.: Any City fees, public works permits, structural calculations, engineering work, any permits, special inspectors, independent inspectors, certified inspectors, deputy inspectors, inspection testing and abatement, lead testing and removal, OSHA permit, Building Department changes or corrections, miscellaneous fees, surveyors, engineers or structural observation. Anything other than work and materials specified in this Proposal, including, but not limited to: Temporary fencing, temporary power pole(s), sprinkler removal, sprinkler installation, plumbing locating or relocating, locating or relocating of any utilities, removal or replacing of fencing, landscaping, alarm system, fire system, fire sprinklers, HVAC equipment, HVAC relocation, or HVAC upgrade, electrical upgrade, electrical panel upgrade, foundation upgrade, foundation bolting, any type of patching, utilities connection/disconnection, audio systems, CAT 5, CAT 6, sound wiring, street permits, pumping of water, rain gutters, phone system, tv's or related antennas, wiring, or equipment, visual or audio equipment, or HVAC vents and return grills.
- P. General Disclaimer: Contractor is not responsible for damage to lawn, flowers, trees, plants, flowerpots, or sprinkler system during constructions. Contractor does not provide any security for job site or any items left inside or outside of the job site during the Project. Client is responsible for any and all materials left inside or outside the job site during the Project, unless otherwise explicitly arranged in advance and agreed to in writing with Bravo Roofing, Inc.
- Q. Changes: Any changes to the scope of work must be approved in writing via Change Order. Any changes, modifications, or discrepancies in the approved plans may result in a change in contract price.
- R. Protection of Items: Contractor is not responsible for covering any non-roof related items such as gardens, pools, etc.

Client Signature _____ Title _____ Date _____



Bravo Roofing Inc.

255 Viking Avenue

Brea, CA 92821

Office: (714) 672-9061

Fax: (714) 672-9062

Exhibit A- Project Photos

6550 Miles Ave. Huntington Park, CA 90255



Photo 1: Overview of Building



Photo 2: Overview of Tile



Photo 3: Overview of Tile



Photo 4: Felt Underneath Tile

Exhibit B- Aerial Map

6550 Miles Ave, Huntington Park, CA 90255



Note: Section C is entire building excluding Section D

Lopez, Mario

From: Jake Choe <jakec@angelescontractor.com>
Sent: Friday, December 01, 2017 7:57 AM
To: Lopez, Mario
Subject: RE: Huntington Park - Public Works Roof Repair

\$ 51,000

Hi Mario,

You can add \$6000 for the additional 150 tiles replacement. So, the total proposal amount will be \$51000.

Thank you.

Sincerely,

Jake Choe | Project Manager

ANGELES CONTRACTOR, INC.
783 Phillips Drive, City of Industry, CA 91748 T 626.923.3800 | F 626.923.3801 | C 714.501.2161

-----Original Message-----

From: Lopez, Mario [mailto:mlopez@hpca.gov]
Sent: Wednesday, November 29, 2017 8:07 AM
To: Jake Choe
Subject: RE: Huntington Park - Public Works Roof Repair

Good morning Jake,

Can you also add the 150 tiles replacement on the proposal for (City Hall) corridor. If you would like to provide a copy of the insurance and bond I will be glad to attach to the proposal.

Thank you!

Mario Lopez, Public Works Supervisor
City of Huntington Park/ Public Works Department

6900 Bissell St., Huntington Park, CA 90255
Office: (323) 584-6274 Fax: (323) 584-6309
Email: mlopez@hpca.gov
www.hpca.gov

-----Original Message-----

From: Jake Choe [mailto:jakec@angelescontractor.com]
Sent: Tuesday, November 28, 2017 3:11 PM
To: Lopez, Mario <mlopez@hpca.gov>
Subject: RE: Huntington Park - Public Works Roof Repair

Mario,

We usually include the insurance and bond in the public project bids. This will increase the cost of the proposal. My rough estimate for this repair work based on the prevailing wage rate came to \$45K.

SCOPE OF WORK;
6538 (ANNEX BLDG)

* Repair 4 drains and upper roof. (Include 2 lines of tile)

* 6550 (CITY HALL) 15' X 80'
REMPVE TILE AND INSTALL NEW FELT.
RE INSTALL TILES

Please let me know if you have any questions.

Thank you.

Sincerely,

Jake Choe | Project Manager

ANGELES CONTRACTOR, INC.
783 Phillips Drive, City of Industry, CA 91748 T 626.923.3800 | F 626.923.3801 | C 714.501.2161

-----Original Message-----

From: Lopez, Mario [mailto:mlopez@hpca.gov]

Sent: Tuesday, November 28, 2017 2:52 PM

To: Jake Choe

Subject: Re: Huntington Park - Public Works Roof Repair

Good afternoon Jake,

As long as you have all your contractor documentation in place that is all that is needed at this point.

Thanks,

Mario Lopez

Sent from my iPhone

On Nov 28, 2017, at 11:35 AM, Jake Choe <jakec@angelescontractor.com<mailto:jakec@angelescontractor.com>> wrote:

Mario,

What are the requirements for this project? You only mentioned about prevailing wage. Any requirements of insurance, bonds and etc.?

Thank you.

Sincerely,

Jake Choe | Project Manager

ANGELES CONTRACTOR, INC.

783 Phillips Drive, City of Industry, CA 91748 T 626.923.3800 | F 626.923.3801 | C 714.501.2161

-----Original Message-----

From: Lopez, Mario [mailto:mlopez@hpca.gov]

Sent: Tuesday, November 14, 2017 3:56 PM

To: Jake Choe

Subject: RE: Huntington Park - Public Works Roof Repair

Hi Jake,

We can meet at the site of 6538 Miles Ave Huntington Park, CA 90255

My number is 323 447-6115 Cell

Mario Lopez, Public Works Supervisor
City of Huntington Park/ Public Works Department
6900 Bissell St., Huntington Park, CA 90255
Office: (323) 584-6274 Fax: (323) 584-6309
Email: mlopez@hpca.gov<<mailto:mlopez@hpca.gov>>
www.hpca.gov<<http://www.hpca.gov>>

-----Original Message-----

From: Jake Choe [<mailto:jakec@angelescontractor.com>]
Sent: Tuesday, November 14, 2017 2:36 PM
To: Lopez, Mario <mlopez@hpca.gov<<mailto:mlopez@hpca.gov>>>
Subject: RE: Huntington Park - Public Works Roof Repair

Where do you want to meet at?

Thank you.

Sincerely,

Jake Choe | Project Manager

ANGELES CONTRACTOR, INC.
783 Phillips Drive, City of Industry, CA 91748 T 626.923.3800 | F 626.923.3801 | C 714.501.2161

-----Original Message-----

From: Lopez, Mario [<mailto:mlopez@hpca.gov>]
Sent: Tuesday, November 14, 2017 2:33 PM
To: Jake Choe
Subject: Re: Huntington Park - Public Works Roof Repair

Yes we can meet tomorrow at 9Am

Sent from my iPhone

On Nov 14, 2017, at 2:28 PM, Jake Choe <jakec@angelescontractor.com<mailto:jakec@angelescontractor.com><mailto:jakec@angelescontractor.com>> wrote:

Can we meet at 9AM tomorrow morning?

Thank you.

Sincerely,

Jake Choe | Project Manager

ANGELES CONTRACTOR, INC.

783 Phillips Drive, City of Industry, CA 91748 T 626.923.3800 | F 626.923.3801 | C 714.501.2161

-----Original Message-----

From: Lopez, Mario [mailto:mlopez@hpca.gov]

Sent: Monday, November 13, 2017 5:03 PM

To: Jake Choe

Subject: Re: Huntington Park - Public Works Roof Repair

The scope is a prevailing wage proposal for two job sites, the first location is 6538 Miles Ave Huntington Park, CA 90255 this is flat roof that need torch down on various leaking location. The second location is at 6550 Miles Ave Huntington Park this is a pitch roof with clay tiles that need to be removed while the black paper is replaced and reuse the existing tiles and replace the tiles that can no longer be used because are broken/damage.

We can meet this week Tuesday through Thursday 7:00AM to 3:30PM to physically walk the the roof location.

Mario Lopez

323 447-6115 Cell

Sent from my iPhone

On Nov 13, 2017, at 4:14 PM, Jake Choe

<jakec@angelescontractor.com<mailto:jakec@angelescontractor.com><mailto:jakec@angelescontractor.com><mailto:jakec@angelescontractor.com>> wrote:

Hello Mr. Lopez,

It was nice chatting with you over the phone.

Please send me a detailed scope of work for the work you mentioned.

Please let me know if we need to meet and go over the job.

Thank you.

Sincerely,

<image003.png>

Jake Choe | Project Manager

ANGELES CONTRACTOR, INC.

783 Phillips Drive, City of Industry, CA 91748 T 626.923.3800 | F 626.923.3801 | C 714.501.2161

ATTACHMENT “B”



CONTRACTOR SERVICES AGREEMENT

[Roofing Services]

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this _____, **2018**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **4 Seasons Roofing, Inc.** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and

I.

ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

- 1.2 **TERM:** This Agreement shall **commence on February 6, 2018 and expire on May 6, 2018**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for any reason.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$11,915.00** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar days** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior

to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the [NAME OF PERSON DESIGNATED] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;

- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR

in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual

orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than

\$1,000,000 per accident for bodily injury or disease. If the contractor is stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver form must be signed.

- D. Pollution Liability Insurance: CONTRATOR shall procure pollution liability insurance with a limit of Three Million Dollars (\$3,000,000.00) per claim and aggregate.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRATOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any

insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 Subcontractors
- Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or

normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's

employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY

may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or

iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

4 Seasons Roof Repairs Inc.
1300 W. Colegrove Ave.
Montebello, CA 90640
Attn: Anibal Cabral
Phone (323) 726-9615

CITY:

City of Huntington Park
Attn: Daniel Hernandez
Public Works Dept.
6900 Bissell St.
Huntington Park, CA 90255
Phone: (323) 584-6274

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making

them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared

this Agreement together through a process of negotiation and with the advice of their respective attorneys.

- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

4 Seasons Roofing Inc.:

By: _____
Ricardo Reyes
Interim City Manger

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 6, 2018

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE
ACCEPTANCE AND EXECUTION OF FUNDING AGREEMENT WITH
METROPOLITAN TRANSPORTATION AUTHORITY FOR THE FEDERAL
TRANSPORTATION EARMARK EXCHANGE PROGRAM**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2018-03, Authorizing the Acceptance of Funding Agreement with Metropolitan Transportation Authority for the Federal Transportation Earmark Exchange Program;
2. Authorize Interim City Manager to execute the agreement; and
3. Direct staff to proceed with the project's implementation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 26, 2016, the Metro Board of Directors approved the creation of the Metro Federal Transportation Earmark Exchange Program (Program). This Program allowed local agencies to exchange their remaining federal transportation earmark dollar amount with Metro for local funds, less a three percent administration fee. In doing so, local agencies and Metro were able to strategically repurpose unused federal transportation earmarks, provide local agencies more flexible local funds, and accelerate critical transportation project development through reimbursement and final close out.

Program Goal:

- a. Expeditious execution of Funding Agreements between Metro and project sponsors;
- b. Expeditious implementation of transportation projects in Los Angeles County; and
- c. Maximize the amount of funds available to Los Angeles County to deliver transportation projects.

Any local agency in Los Angeles County which agreed to exchange the value of their federal transportation earmark with Metro was eligible for the Program.

CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF FUNDING AGREEMENT WITH METROPOLITAN TRANSPORTATION AUTHORITY FOR THE FEDERAL TRANSPORTATION EARMARK EXCHANGE PROGRAM

February 6, 2018

Page 2 of 3

Funding availability is determined by the value of the earmark for each respective agency, less three percent. Prior to submission of the Project/Program Request Form, Metro will confirm the funding amount with project sponsor.

Metro funding will be available in Spring 2017. Local agencies will have until July 1, 2019 to execute a Funding Agreement with Metro.

To facilitate the exchange of federal transportation funds for local measure transportation funds, the proposed project or program must support transit and/or decrease single-occupancy vehicle trips. In all cases, transit service must be provided on the street or road on which all project(s) or Program is proposed.

FISCAL IMPACT/FINANCING

Funding for the Federal Transportation Earmark Exchange Program was approved in the City's FY 17-18 Adopted Budget for \$832,186 in account number 209-8010-431.73-10.

A partial of the \$832,186 from Federal Transportation Earmark Exchange Program funds will be utilized as City of Huntington Park Local Cash Match on "Signal Synchronization & Bus Speed Improvement Project" in the sum of \$249,057. The remaining Federal Transportation Earmark Exchange Program balance of \$583,129 will be budgeted in FY 18-19 (projects TBD).

Fiscal Year	Earmark Exchange	
	Funds to Local Match/Signal Synchronization & Bus Speed Improvement Project	
2017-18	\$97,901	
2018-19	\$151,156	

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
Interim City Manager



DANIEL HERNANDEZ
Public Works Director

**CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE
ACCEPTANCE AND EXECUTION OF FUNDING AGREEMENT WITH
METROPOLITAN TRANSPORTATION AUTHORITY FOR THE FEDERAL
TRANSPORTATION EARMARK EXCHANGE PROGRAM**

February 6, 2018

Page 3 of 3

ATTACHMENT(S)

- A. Resolution No. 2018-03, Resolution Authorizing the Acceptance and Execution of an Agreement with Metro for the Federal Transportation Earmark Exchange Program.
- B. Metro Federal Transportation Earmark Exchange Project/Program Request Form.

ATTACHMENT “A”

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WHEREAS, the City of Huntington Park participated in the Federal Transportation Earmark Exchange Program;

WHEREAS, the City of Huntington Park requires no local match for a total project cost of \$832,186; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AS FOLLOWS:

SECTION 2. The City Manager of the City of Huntington Park is authorized to accept the Metro Federal Transportation Earmark Exchange Program.

SECTION 4. The appropriate officials and staff of the City are hereby authorized and directed to deliver and implement the project and submit the required paperwork to Metro for reimbursement.

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PASSED, APPROVED, AND ADOPTED this 6th day of February, 2018.

Marilyn Sanabria, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

ATTACHMENT “B”



Metro Federal Transportation Earmark Exchange Project/Program Request Form

This form is intended to assist Metro staff determine the eligibility of your agency's proposed projects and/or programs for the Metro Federal Transportation Earmark Exchange Program. Please fill out this form in its entirety.

1. Project/Program Description and Scope of Work

a. Funds to be Programmed:

- i. ☐ New Project
- ii. ☒ Existing Project (Project ID F7312)

b. Please provide a short description of the proposed project/program, including project limits, transit lines, and anticipated benefits.

Huntington Park Signal Synchronization & Bus Speed Improvements: Synchronization of 10 signalized intersections along Pacific Boulevard, Miles Avenue and State Street. Intelligent Transportation Systems (ITS) enhances prioritization of Metro transit lines 251 and 254. The anticipated benefits include addressing the level of service of the 10 intersections through signal synchronization and hardware upgrades; improving circulation and mobility of transit systems and the various overlapping transit lines.

c. Please indicate under which of the following categories your project/program falls (you may select more than one):

- ☐ Arterial/Transitway lanes and arterial capacity enhancing projects
- ☐ Transportation Demand Management (TDM)
- ☐ Incident Management Programs
- ☐ Park and Ride Lots
- ☐ Freeway/Arterial Transportation Systems Management (TSM)
- ☐ Regional Bikeways
- ☒ Other (Please describe below how your project support transit and/or reduced single-occupancy vehicle trips):

Intelligent Transportation Systems (ITS). Project improves traffic circulation by synchronizing 10 signalized intersections; reconfiguration of traffic lanes allowing dual turning lanes; signal enhancements including upgrading controllers, new masts (five locations) and video activated detection. Synchronizing signals along arterials help improve bus line operations and efficiency by providing transit priority at the signalized intersections.

2. Project/Program Schedule and Funding

- a. Please indicate the anticipated completion date of the following milestones:

Phase	Start Date	Completion Date
PA&ED	April 2018	July 2018
PS&E	August 2018	January 2019
ROW		
CONST	July 2019	January 2021

- b. Please indicate the proposed funding by phase and fiscal year (fill out to nearest dollar):

Funding Source: Proposition C 25% (Exchanged Funds)

Phase	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	Total
PA&ED							\$ -
PS&E		97,901					\$ 97,901.00
ROW							\$ -
CONST			151,156				\$ 151,156.00
TOTAL	\$ -	\$97,901.00	\$151,156.00	\$ -	\$ -	\$ -	\$ 249,057.00

Funding Source: Other (including other federal, state, local)*

Phase	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	Total
PA&ED							\$ -
PS&E		50,907					\$ 50,907.00
ROW							\$ -
CONST		317,387	568,633				\$886,020.00
TOTAL	\$ -	\$368,294.00	\$568,633.00	\$ -	\$ -	\$ -	\$936,927.00

*If other funds are federal, please indicate as such here: ☐

3. Signature and Council Resolution

A person duly authorized to sign for the organization (City Manager, General Manager, Executive Director, Public Works Director, Planning Director, or authorized official) must sign and certify the application. The information contained in this application will become the foundation for the funding agreement with Metro.

Please attach City Council's (or similar governing board's) resolution committing to completing the proposed project/program.

I certify that I have reviewed the Guidelines and that the information submitted in this application is true and correct and in accordance with the guidelines. I agree that I will adhere to the requirements and guidelines of the program.

Ricardo Reyes
Name

City Manager
Title

Signature

Date



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 6, 2018

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE
ACCEPTANCE AND EXECUTION OF FUNDING AGREEMENT WITH
METROPOLITAN TRANSPORTATION AUTHORITY FOR THE SIGNAL
SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2018-04 Authorizing the Acceptance of Funding Agreement with Metropolitan Transportation Authority for the Signal Synchronization & Bus Speed Improvement Project;
2. Authorize Interim City Manager to execute agreement;
3. Direct staff to proceed with the project's implementation; and
4. Authorize Staff to issue a Request for Proposals (RFP) to proceed with Design, Bid Advertisement, and Bid Analysis; or
5. Authorize Infrastructure Engineers under the currently approved Augmentation Contract, to proceed with these items of work at a not to exceed fee of 7% of the project budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In early October 2012, MTA published a solicitation for the 2013 Call for Projects (CFP) grant program. The CFP grant program is a competition through which various federal, state, and local transportation funds are awarded to the most competitive, regionally significant projects in several modes of transportation (i.e. surface roadways, pedestrian, bicycle, transit, etc.). Depending on the modal category, funds are available beginning of Fiscal Year 2017-18.

CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF FUNDING AGREEMENT WITH METROPOLITAN TRANSPORTATION AUTHORITY FOR THE SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT

February 6, 2018

Page 2 of 3

The City of Huntington Park submitted an application to the 2013 Call for Projects and was awarded \$936,927 in funding with a City match of \$249,057 for a total project cost of \$1,185,984 for the Signal Synchronization and Bus Speed Improvement Project.

Public agencies that provide transportation facilities or services with Los Angeles County were eligible to apply. The funds available will vary by transportation modal category and a combined total of \$186 million was expected to be available for the 2013 CFP grant program.

The project mitigates current and future pedestrian/motorist conflicts within the Pacific Boulevard commercial district while enhancing service to multiple existing MTA Bus Rapid Transit lines on Pacific Boulevard as well as other local public transit services. It consists of traffic signal synchronization modifications at multiple intersections to encourage peak hour commuters on Pacific Boulevard to utilize Santa Fe Avenue and Miles Avenue between Slauson Avenue and Florence Avenue. The project complements the Pacific Boulevard Pedestrian Improvement Project funded in the 2009 MTA Call for Projects.

FISCAL IMPACT/FINANCING

Funding for the Signal Synchronization and Bus Speed Improvement Project was approved in the City's FY 17-18 Adopted Budget for \$368,000 in account number 207-8016-429.73-10 and \$97,901 for the local match in account number 209-8010-431.73-10. If approved, remaining grant balance and City match will be budgeted for FY 18-19

Fiscal Year	Grant	Local Match	Total Project
2017-18	\$368,000	\$97,901	\$465,901
2018-19	\$568,927	\$151,156	\$720,083

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
Interim City Manager



DANIEL HERNANDEZ
Public Works Director

**CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE
ACCEPTANCE AND EXECUTION OF FUNDING AGREEMENT WITH
METROPOLITAN TRANSPORTATION AUTHORITY FOR THE SIGNAL
SYNCHRONIZATION & BUS SPEED IMPROVEMENT PROJECT**

February 6, 2018

Page 3 of 3

ATTACHMENT(S)

- A. Draft Resolution No. 2018-04, Resolution Authorizing the Acceptance and Execution of an Agreement with Metro for the Signal Synchronization & Bus Speed Improvement Project.
- B. Scope of Work
- C. Draft Call For Projects Proposition C Funding Agreement

ATTACHMENT “A”

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PASSED, APPROVED, AND ADOPTED this 6th day of February, 2018.

Marilyn Sanabria, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

ATTACHMENT “B”

ATTACHMENT B

SCOPE OF WORK

PROJECT LOCATION

This project is located in the City of Huntington Park on Pacific Boulevard between Slauson Avenue and Florence Avenue, Miles Avenue between Slauson Avenue and Florence Avenue, and State Street between Randolph Street and Florence Avenue.

PROJECT DESCRIPTION

This project improves the operation and efficiency by synchronizing 10 signalized intersections, reconfiguration of traffic lanes to allow dual turning lanes at specific intersections, and the installation of three changeable message signs along Pacific Boulevard. The signal improvements will include controller upgrades, new masts at specific intersections (up to five locations), video activated traffic controllers, and synchronization of the signalized mid-block pedestrian crossings on Pacific Boulevard. Synchronizing the signals along both Pacific and the other north-south arterials will help improve the bus lines' operations and efficiency by providing transit priority at the signalized intersections and synchronize the mid-block pedestrian signals in order to reduce traffic queuing.

This project scope includes the following signalized intersections:

1. State Street/Randolph Street
2. Pacific Boulevard/Belgrave Avenue
3. Pacific Boulevard/Randolph Street
4. Pacific Boulevard/Clarendon Avenue
5. Pacific Boulevard/Zoe Avenue
6. Pacific Boulevard/Saturn Avenue
7. Miles Avenue/Belgrave Avenue
8. Miles Avenue/Randolph Street
9. Miles Avenue/ Zoe Avenue
10. Miles Avenue/Saturn Avenue

PROJECT SCHEDULE

MILESTONES	START DATE	END DATE
Operational Plan	March 2018	June 2020
Environmental Documentation	April 2018	July 2018
Design Engineering	August 2018	January 2019
Plans, Specifications, and Estimates	January 2019	February 2019
Advertise for Construction	March 2019	June 2019
Construction	July 2019	January 2021
Project Completion	--	June 2021

PROJECT COST

ITEMS	
Design Engineering	\$ 64,440
Construction Contingencies	\$93,927
Construction Engineering and Construction Management	\$126,450
Project Administration	\$58,167
Construction	\$843,000
TOTAL PROJECT COST	\$1,185,984

*Funds are requested for design and construction costs.

City of Huntington Park Signal Synchronization and Bus Speed Improvement Project Map



Legend

 City Boundary

 Downtown

 Signal Synchronization and Bus Speed Improvement Project Area

ATTACHMENT “C”

**CALL FOR PROJECTS
PROPOSITION C
FUNDING AGREEMENT**

DRAFT

This Funding Agreement ("Agreement") is made and entered into effective as of December 15, 2017 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Huntington Park ("GRANTEE") for Huntington Park Signal Synchronization & Bus Speed Improvement - LACMTA Call for Projects ID# F7312 and FTIP# LAF7312 (the "Project").

WHEREAS, as part of the 2013 Call for Projects, the LACMTA Board of Directors, at its meeting on September 26, 2013, authorized a grant to GRANTEE, subject to the terms and conditions contained in this Agreement.

WHEREAS, under the LACMTA Federal Transportation Earmark Exchange Program, Grantee exchanged federal transportation earmarks with LACMTA. Under the Federal Transportation Earmark Exchange Program, Grantee is entitled to 97% of the federal transportation earmark value.

WHEREAS, under the LACMTA Federal Transportation Earmark Exchange Program, Grantee is requesting \$249,057 in Proposition C 25% for use on the Project. Proposition C 25% funds are programmed in Fiscal Year (FY) 2017-18 and FY 2018-19, which subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A - Project Funding
4. Attachment B - Scope of Work
5. Attachment C - Reporting and Expenditure Guidelines
6. Attachment C-1 - Quarterly Progress/Expenditure Report
7. Attachment D - Federal Transportation Improvement Program (FTIP) Sheet
8. Attachment E-1 - ITS Architecture Consistency Self-Certification Form
9. Attachment E-2 - Signal Synchronization and Bus Speed Improvement Program Special Grant Conditions
10. Attachment E-3 - Sustainable Design Elements Requirements (2013 and beyond Call for Projects only).
11. Attachment F - Project Readiness Certification
12. Any other attachments or documents referenced in the above documents

FTIP#: LAF7312
PPNO N/A

CFP# F7312
Funding Agreement No. 920000000F7312

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: _____
Deputy

GRANTEE:

CITY OF HUNTINGTON PARK

By: _____ Date: _____
Ricardo Reyes
Acting City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Vanessa S. Ibarra
City Attorney

PART I
SPECIFIC TERMS OF THE AGREEMENT

1. Title of the Project (the "Project"): Huntington Park Signal Synchronization & Bus Speed Improvement. LACMTA Call for Projects ID# F7312, FTIP # LAF7312.
2. To the extent the Funds are available, LACMTA shall make to GRANTEE a one-time grant of the Proposition C 25% funds in the amount of \$1,185,984 (the "Funds") for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of September 26, 2013, granted the Funds to GRANTEE for the Project. The Funds are programmed over two years, Fiscal Years (FY) 2017-18; FY 2018-19. LACMTA Board of Directors' action approved Funds for FY 2017-18 only in the amount of \$368,294. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being allocated to GRANTEE.
3. Under the LACMTA Federal Transportation Earmark Exchange Program, the City of Diamond Bar exchanged federal transportation earmarks with LACMTA. The City of Diamond Bar, in concurrence with the GRANTEE, have transferred the total exchanged federal transportation earmarks to the GRANTEE. Under the Federal Transportation Earmark Exchange Program, GRANTEE is entitled to 97% of the federal transportation earmark value. Under the LACMTA Federal Transportation Earmark Exchange Program, LACMTA shall make to GRANTEE a one-time grant of the Proposition C 25% funds in the amount of \$249,057 for the Project in accordance with the terms of this Agreement. The Funds are programmed over two years, FY 2017-18 and FY 2018-19.
4. The Project Funding documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed budget for the Project, including the Funds granted by LACMTA and GRANTEE'S local match requirement (the "GRANTEE Funding Commitment"). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
5. GRANTEE shall complete the Project as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Attachment B. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by GRANTEE including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Section 9.
6. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (Attachment C). The form of the Quarterly Progress/Expenditure Report is attached as Attachment C-1. LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of the Scope of Work.
7. The "FTIP PROJECT SHEET (PDF)" is attached as Attachment D and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The

FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <https://program.metro.net>. All projects that receive funding through the LACMTA Call for Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption to be consistent with the terms of this Agreement, as amended from time to time. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE'S ability to access funding, delay the Project and may ultimately result in the Funds being lapsed. LACMTA shall review and approve any changes GRANTEE makes to the FTIP prior to incorporating such changes in to the TIP.

8. The "Los Angeles County Regional ITS Architecture Consistency Self-Certification Form" is attached as Attachment E-1. GRANTEE shall complete and submit the form as set forth in Attachment E-1.

9. The "Signal Synchronization and Bus Speed Improvement Program Special Grants Conditions" is attached as Attachment E-2. GRANTEE shall comply with the Special Grants Conditions as set forth in Attachment E-2.

10. The "Sustainable Design Elements Requirements Special Grant Conditions" is attached as Attachment E-3. GRANTEE shall comply with the Special Grant Conditions as set forth in Attachment E-3.

11. An executed "Project Readiness Certification" is attached as Attachment F, which is evidence that GRANTEE can appropriately fund and staff the Project so that the Project can be completed in a timely manner.

12. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE.

13. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Shrota Sharma; Mail Stop 99-22-9
Email: sharmas@metro.net

GRANTEE's Address:

City of Huntington Park
6550 Miles Ave, Huntington Park, CA 90255
Daniel Hernandez, Director of Public Works
Email: dhernandez@hpcg.gov

14. On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds through the Call for Projects, GRANTEE must meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.

PART II
GENERAL TERMS OF THE AGREEMENT

1. TERM:

1.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting Guidelines (Attachment C) incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2 Should LACMTA determine there are insufficient Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after the effective date of such termination, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be in equal proportion of the grant to GRANTEE Funding Commitment ratio.

2. INVOICE BY GRANTEE: Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 4.1 of this Agreement, and other documents as required by LACMTA, shall satisfy LACMTA invoicing requirements.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# F7312 and FA# 920000000F7312

LACMTA Project Manager Name: Shrota Sharma; Mail Stop 99-22-9

3. USE OF FUNDS:

3.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

3.2 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, GRANTEE shall not use the Funds for any expenses or activities beyond the approved Scope of Work (Attachment B).

*3.3 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE'S contracting procedures and consistent with State law. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

*3.4 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form (Attachment E-1). For the ITS policy and form, also see http://www.metro.net/projects/call_projects/.

3.6 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://www.metro.net/projects/call_projects/.

3.7 GRANTEE is obligated to continue using the Project consistent with the public transportation purposes for which the Project was approved. The Project right-of-way and real property purchased to implement the Project shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this Agreement.

3.8 If GRANTEE desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in the Scope of Work, GRANTEE must obtain LACMTA's written consent prior to purchasing or

leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

3.9 If an Equipment ceases to be used for the proper use as originally stated in the Scope of Work, GRANTEE will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.10 If any Project facilities or any real property purchased to implement the Project is no longer used or is no longer needed for the Project, including construction easements or excess property, GRANTEE will be required to return to LACMTA the Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.11 If GRANTEE desires to use any Project facility or any real property purchased to implement the Project to generate revenue, GRANTEE shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. GRANTEE shall provide LACMTA with the applicable information regarding the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how GRANTEE plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If GRANTEE fails to obtain LACMTA's prior written consent, GRANTEE shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.

3.12 GRANTEE understands that this Agreement does not provide any rights for GRANTEE to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, GRANTEE will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide GRANTEE with any real estate right.

4. DISBURSEMENT OF FUNDS:

4.1 GRANTEE shall submit the Quarterly Progress/Expenditure Report (Attachment C-1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should GRANTEE fail to submit such reports within 10 days of the due date and/or GRANTEE submits incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all supporting documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Project for reimbursement. If no activity has occurred during a particular

quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

4.2 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at http://www.metro.net/projects/call_projects/call_projects-reference-documents/.

4.4 GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.

4.5 GRANTEE shall demonstrate that the GRANTEE Funding Commitment has been spent in direct proportion to the Funds invoiced with each quarter's expenditures.

4.6 Expenses that are not invoiced within 60 days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.

4.7 Any Funds expended by GRANTEE prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE'S own risk.

4.8 Commencing with the Effective Date, Funds will be made available to GRANTEE for all work related to the initial Project milestone identified in Attachment B - Scope of Work. Funds for subsequent Project milestones will not be available until GRANTEE provides evidence that the current Project milestone has been completed, or is clearly on track to be completed on the approved schedule stated in Attachment B, as determined by LACMTA.

5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

*5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within nine months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in

accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. GRANTEE'S eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (Attachment C) and 2 CFR Subtitle A, Chapter II, Part 200. The allowability of costs for GRANTEE'S contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress Reports/Expenditures shall be in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or, 48 CFR Part 31 (FAR), whichever is applicable. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE shall return such monies within thirty (30) days after the final audit is sent to GRANTEE.

*5.2 GRANTEE'S records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

*5.3 GRANTEE shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

*5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

*5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to GRANTEE if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA

in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement and the Guidelines, including the access to records provisions of Part II, Section 5.

*5.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

*5.8 GRANTEE shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 CFR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.9 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 FAR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.10 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on GRANTEE'S own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

6. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, as identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 GRANTEE shall be responsible for any and all cost overruns for the Project.

7.4 At any time, if GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this Agreement shall be amended to reflect such additional funding.

7.5 If, at the time of final voucher, available funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another GRANTEE. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

8. **TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:**

8.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the Agreement; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
 - b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) expending the Funds granted under this Agreement for allowable costs by June 30, 2021 (lapse date), within 36 months from July 1 of the FY 2018-19, final Fiscal Year in which funds are programmed.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the Agreement. If the Project

does not meet the milestone due dates as agreed upon in the Agreement, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the Agreement (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the Agreement, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the Agreement, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

8.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the Agreement.

8.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

8.5 If GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.

9. **DEFAULT:** A Default under this Agreement is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein or in the Guidelines; (ii) GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

10.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, GRANTEE shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. COMMUNICATIONS:

*11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

*11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

*11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

*11.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

12. OTHER TERMS AND CONDITIONS:

12.1 This Agreement, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions

or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

12.2 In the event that there is any court (proceeding between the parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

*12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this Agreement. GRANTEE shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

12.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

*12.5 GRANTEE shall comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

12.6 GRANTEE agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

12.7 GRANTEE shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

12.8 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.10 GRANTEE will advise LACMTA prior to any key Project staffing changes.

12.11 GRANTEE in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

CFP#: F7312
FTIP#: LAF7312

PROJECT TITLE: Huntington Park Signal Synchronization & Bus Speed Improvement
GRANTEE/ PROJECT SPONSOR: City of Huntington Park
(\$ in Actual Dollars)

[illegible]

ATTACHMENT B

SCOPE OF WORK

PROJECT LOCATION

This project is located in the City of Huntington Park on Pacific Boulevard between Slauson Avenue and Florence Avenue, Miles Avenue between Slauson Avenue and Florence Avenue, and State Street between Randolph Street and Florence Avenue.

PROJECT DESCRIPTION

This project improves the operation and efficiency by synchronizing 10 signalized intersections, reconfiguration of traffic lanes to allow dual turning lanes at specific intersections, and the installation of three changeable message signs along Pacific Boulevard. The signal improvements will include controller upgrades, new masts at specific intersections (up to five locations), video activated traffic controllers, and synchronization of the signalized mid-block pedestrian crossings on Pacific Boulevard. Synchronizing the signals along both Pacific and the other north-south arterials will help improve the bus lines' operations and efficiency by providing transit priority at the signalized intersections and synchronize the mid-block pedestrian signals in order to reduce traffic queuing.

This project scope includes the following signalized intersections:

1. State Street/Randolph Street
2. Pacific Boulevard/Belgrave Avenue
3. Pacific Boulevard/Randolph Street
4. Pacific Boulevard/Clarendon Avenue
5. Pacific Boulevard/Zoe Avenue
6. Pacific Boulevard/Saturn Avenue
7. Miles Avenue/Belgrave Avenue
8. Miles Avenue/Randolph Street
9. Miles Avenue/ Zoe Avenue
10. Miles Avenue/Saturn Avenue

PROJECT SCHEDULE

MILESTONES	START DATE	END DATE
Operational Plan	March 2018	June 2020
Environmental Documentation	April 2018	July 2018
Design Engineering	August 2018	January 2019
Plans, Specifications, and Estimates	January 2019	February 2019
Advertise for Construction	March 2019	June 2019
Construction	July 2019	January 2021
Project Completion	--	June 2021

PROJECT COST

ITEMS	
Design Engineering	\$ 64,440
Construction Contingencies	\$93,927
Construction Engineering and Construction Management	\$126,450
Project Administration	\$58,167
Construction	\$843,000
TOTAL PROJECT COST	\$1,185,984

*Funds are requested for design and construction costs.

[illegible]

Signal Synchronization and Bus Speed Improvement Project Area

FA ATTACHMENT C REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment C-1**) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles County Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (FA Attachment B) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment B). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her/her designee.

DEFINITIONS

- Local Participation: Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”,

please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.

- **Ineligible Expenditures:** Any activity or expense charged above and beyond the approved Scope-of-Work is considered ineligible.

LACMTA FA ATTACHMENT C-1

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000F
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may not be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

SECTION 2: GENERAL INFORMATION**PROJECT TITLE:** _____**FA #:** _____**QUARTERLY REPORT SUBMITTED FOR:****Fiscal Year :** ☐ 2014-2015 ☐ 2015-2016 ☐ 2016-2017☐ 2017-2018 ☐ 2018-2019 ☐ 2019-2020**Quarter :** ☐ Q1: Jul - Sep ☐ Q2: Oct - Dec☐ Q3: Jan - Mar ☐ Q4: Apr - Jun**DATE SUBMITTED:** _____**LACMTA MODAL CATEGORY:**☐ RSTI ☐ Pedestrian ☐ Signal Synchronization☐ TDM ☐ Bicycle ☐ Goods Movement☐ Transit

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. **PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- ☐ On schedule per original FA schedule ☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule ☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- ☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- ☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
TOTAL				

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107

ACH Request Forms can be found at www.metro.net/callforprojects.

Written exception requests for Check Payments should be completed and faxed to

Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____
and that to the best of my knowledge and belief the information
stated in this report is true and correct.

Signature

Date

Name

Title

Los Angeles Metropolitan Transportation Authority

2017 Federal Transportation Improvement Program (\$000)

TIP ID: **LAF7312**Implementing Agency: **Huntington Park, City of**

Project Description: HUNTINGTON PARK SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENT : (1) Synchronizes signalized intersections, reconfigures traffic lanes to allow dual turning lanes, installs changeable message signs along Pacific Bl. (2) Signal improvements including controller upgrades, new masts, video activated traffic controllers, and synchronization of signalized mid-block pedestrian crossings on Pacific Bl.

SCAG RTP Project #: 1ITS04
Study: N/A Is Model: NO Model #:
PM: Michael Ackerman, PE - (323) 584-6253
Email: mackerman@hpca.gov
LS: N LS GROUP#:
Conformity Category: TCM Committed

System :Local Hwy		Route :	Postmile:	Distance:	Phase: No Project Activity		Completion Date 03/20/2019							
Lane # Extd:	Lane # Prop:	Imprv Desc:			Air Basin: SCAB	Envir Doc: CATEGORICALLY EXEMPT - 01/15/2018								
Toll Rate:	Toll Colc Loc:	Toll Method:	Hov acs eg loc:		Uza: Los Angeles-Long Beach-Santa Ana	Sub-Area: Other	Sub-Region: Gateway Cities Area							
					CTIPS ID:	EA #:	PPNO:							
Program Code: ITS14 - VAR TRAFIC OP SYS ELE (ITS05 TO ITS13) Stop Loc:														
				PHASE	PRIOR	16/17	17/18	18/19	19/20	20/21	21/22	BEYOND	PROG	TOTAL
				PE										
				RW										
				CON										
				SUBTOTAL										
CITY - City Funds				PE				\$0	\$0					\$0
				RW				\$0	\$0					\$0
				CON				\$98	\$151					\$249
				SUBTOTAL				\$98	\$151					\$249
PC25 - Los Angeles County Proposition "C25"				PE				\$0	\$0					\$0
				RW				\$0	\$0					\$0
				CON				\$368	\$569					\$937
				SUBTOTAL				\$368	\$569					\$937
				TOTAL				\$466	\$720					\$1,186
				TOTAL PE: \$0				TOTAL RW: \$0					TOTAL CON: \$1,186	

- General Comment: N/A
 - Modeling Comment:
 - TCM Comment:
 - Narrative: Project cost stays the same
- Changed Conformity Category:
- from "TCM" to "TCM Committed"
- Changed Current Implementation Status:
- from "Bid/Advertise Phase" to "No Project Activity"

No change in project funding

Total project cost remains the same at \$1,186

Last Revised Amendment 17-04.2 - APPROVED

Change reason: SCHEDULE DELAY

Total Cost

\$1,186



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ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM

This form should be completed and executed for all ITS Projects or Projects with ITS elements. The form should be sent to LACMTA for any planned ITS projects or proposed funding involving Local, State or Federal funds programmed or administered through the LACMTA.

1. Name of Sponsoring Agency: City of Huntington Park
2. Contact Name: Daniel Hernandez
3. Contact Phone: 323.584-6253
4. Contact Email: DHernandez@hpca.gov

5. Project Description:

This project improves the operation and efficiency by synchronizing 10 signalized, Reconfiguration of traffic lanes to allow dual turning lanes at specific intersections, and the installation of three changeable message signs along Pacific Boulevard. The signal improvements will include controller upgrades, new masts at specific intersections (up to five locations), video activated traffic controllers, and synchronization of the signalized mid-block pedestrian crossings on Pacific Boulevard. Synchronizing the signals along both Pacific and the other north-south arterials will help improve the bus lines' operations and efficiency by providing transit priority at the signalized intersections and synchronize the mid-block pedestrian signals in order to reduce traffic queuing.

This project scope includes the following signalized intersections:

1. State Street/Randolph Street
 2. Pacific Boulevard/Belgrave Avenue
 3. Pacific Boulevard/Randolph Street
 4. Pacific Boulevard/Clarendon Avenue
 5. Pacific Boulevard/Zoe Avenue
 6. Pacific Boulevard/Saturn Avenue
 7. Miles Avenue/Belgrave Avenue
 8. Miles Avenue/Randolph Street
 9. Miles Avenue/ Zoe Avenue
 10. Miles Avenue/Saturn Avenue
6. Identify the ITS elements being implemented and the relevant National Architecture User Service(s), see Attachment A. See last page of this document. The project improves the operations and efficiency of major north-south arterials within the City of Huntington Pak by synchronizing 14 signalized intersections along Santa Fe Avenue, Pacific Avenue, Miles Avenue, and State Street, reconfiguration of traffic lanes to allow dual turning lanes at specific intersections and the installation of three changeable message signs along Pacific Blvd. The signal improvements will include controller upgrades, new mast at specific intersections, video activated traffic controllers, and synchronization of the signalized mid-block pedestrian crossing on Pacific Blvd.
- Pacific Blvd is a major north-south arterial with high volumes of multimodal travel including walking, bicycling, and transit. Both Metro Rapid, regional, and circulator lines operate on



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ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
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Pacific Blvd. Synchronizing the signals along both Pacific Blvd and the other north-south arterials will help improve the bus lines' operations and efficiency by providing transit priority at the signalized intersections and synchronize the mid-block pedestrian signals in order to reduce traffic queuing.

7. Outline of the concept of operations for the project.
The project operation involves interconnection of traffic signals systems of 4 north-south arterials through wired or wireless communications devices in order to control traffic flow during commuter peak hours in a synchronized manner, de-emphasizing flow along main north-south arterial of Pacific Blvd and re-routing traffic to adjacent parallel arterials by use of changeable message signs, providing signal preemption of transit buses along the Pacific Blvd route to increase bus travel speed, reducing pedestrian-vehicle conflicts at mid-block cross walks through coordination of pedestrian signals. The design and implementation of the project will make use of maximum available ITS technology and ITS services in order to achieve maximum benefit for the project.

8. Identify participating agencies roles and responsibilities. The City of Huntington Park is this projects lead agency that will be responsible for its implementation. The City will coordinate the project's operation with the Los Angeles County Department of Public Works in order to assure a seamless integration with the County's signal synchronization network.

By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by FHWA or FTA during project design and implementation phases:

- Perform a lifecycle analysis for the ITS project elements and incorporate these costs into the Operations and Maintenance plan as part of the system engineering process,
- Maintain and operate the system according to the recommendations of the operations and Maintenance plan upon project completion,
- Use the systems engineering process and document the system engineering steps, and
- Use the Los Angeles County Regional ITS Architecture interface standards, if required, and conform to the regional configuration management process.

Signature:

Agency Representative

Date



ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM

ATTACHMENT A

Elements of National ITS Architecture User Services (Version 8.0)

1. *Commercial Vehicle Operations*

- 1.1 Carrier Operations and Fleet Management
- 1.2 Freight Administration
- 1.3 Electronic Clearance
- 1.4 CV Administrative Processes
- 1.5 International Border Electronic Clearance
- 1.6 Freight Signal Priority
- 1.7 Roadside CVO Safety
- 1.8 Smart Roadside and Virtual WIM
- 1.9 Freight-Specific Dynamic Travel Planning
- 1.10 Road Weather Information for Freight Carriers
- 1.11 Freight Drayage Optimization
- 1.12 HAZMAT Management
- 1.13 Roadside HAZMAT Security Detection and Mitigation
- 1.14 CV Driver Security Authentication
- 1.15 Fleet and Freight Security
- 1.16 Electronic Work Diaries International
- 1.17 Intelligent Access Program International
- 1.18 Intelligent Access Program - Weight Monitoring International
- 1.19 Intelligent Speed Compliance International

2. *Data Management*

- 2.1 ITS Data Warehouse
- 2.2 Performance Monitoring

3. *Maintenance and Construction*

- 3.1 Maintenance and Construction
- 3.2 Maintenance and Construction Vehicle and Equipment Tracking
- 3.3 Maintenance and Construction Vehicle Maintenance
- 3.4 Roadway Automated Treatment
- 3.5 Winter Maintenance
- 3.6 Roadway Maintenance and Construction
- 3.7 Work Zone Management
- 3.8 Work Zone Safety Monitoring
- 3.9 Maintenance and Construction Activity Coordination
- 3.10 Infrastructure Monitoring

4. *Parking Management*

- 4.1 Parking Space Management
- 4.2 Smart Park and Ride System
- 4.3 Parking Electronic Payment
- 4.4 Regional Parking Management

5. *Public Safety*

- 5.1 Emergency Call-Taking and Dispatch
- 5.2 Routing Support for Emergency Responders
- 5.3 Emergency Vehicle Preemption
- 5.4 Mayday Notification
- 5.5 Vehicle Emergency Response
- 5.6 Incident Scene Pre-Arrival Staging Guidance for Emergency Responders
- 5.7 Incident Scene Safety Monitoring
- 5.8 Roadway Service Patrols
- 5.9 Transportation Infrastructure Protection
- 5.10 Wide-Area Alert
- 5.11 Early Warning System



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ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM

- 5.12 Disaster Response and Recovery
- 5.13 Evacuation and Reentry Management
- 5.14 Disaster Traveler Information
- 6. *Public Transportation*
 - 6.1 Transit Vehicle Tracking
 - 6.2 Transit Fixed-Route Operations
 - 6.3 Dynamic Transit Operations
 - 6.4 Transit Fare Collection Management
 - 6.5 Transit Security
 - 6.6 Transit Fleet Management
 - 6.7 Transit Passenger Counting
 - 6.8 Transit Traveler Information
 - 6.9 Transit Signal Priority
 - 6.10 Intermittent Bus Lanes
 - 6.11 Transit Pedestrian Indication
 - 6.12 Transit Vehicle at Station/Stop Warnings
 - 6.13 Vehicle Turning Right in Front of a Transit Vehicle
 - 6.14 Multi-modal Coordination
 - 6.15 Transit Stop Request
 - 6.16 Route ID for the Visually Impaired
 - 6.17 Transit Connection Protection
 - 6.18 Integrated Multi-Modal Electronic Payment
- 7. *Support*
 - 7.1 Connected Vehicle System Monitoring and Management
 - 7.2 Core Authorization
 - 7.3 Data Distribution
 - 7.4 Map Management
 - 7.5 Location and Time
 - 7.6 Object Registration and Discovery
 - 7.7 Privacy Protection
 - 7.8 Security and Credentials Management
- 8. *Sustainable Travel*
 - 8.1 Emissions Monitoring
 - 8.2 Eco-Traffic Signal Timing
 - 8.3 Eco-Traffic Metering
 - 8.4 Roadside Lighting
 - 8.5 Electric Charging Stations Management
 - 8.6 HOV/HOT Lane Management
 - 8.7 Eco-Lanes Management
 - 8.8 Eco-Approach and Departure at Signalized Intersections
 - 8.9 Connected Eco-Driving
 - 8.10 Low Emissions Zone Management
- 9. *Traffic Management*
 - 9.1 Infrastructure-Based Traffic Surveillance
 - 9.2 Vehicle-Based Traffic Surveillance
 - 9.3 Traffic Signal Control
 - 9.4 Connected Vehicle Traffic Signal System
 - 9.5 Traffic Metering
 - 9.6 Traffic Information Dissemination
 - 9.7 Regional Traffic Management
 - 9.8 Traffic Incident Management System
 - 9.9 Integrated Decision Support and Demand Management
 - 9.10 Electronic Toll Collection
 - 9.11 Road Use Charging
 - 9.12 Dynamic Roadway Warning



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ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM

- 9.13 Standard Railroad Grade Crossing
- 9.14 Advanced Railroad Grade Crossing
- 9.15 Railroad Operations Coordination
- 9.16 Reversible Lane Management
- 9.17 Speed Warning and Enforcement
- 9.18 Drawbridge Management
- 9.19 Roadway Closure Management
- 9.20 Variable Speed Limits
- 9.21 Speed Harmonization
- 9.22 Dynamic Lane Management and Shoulder Use
- 9.23 Border Management Systems
- 10. Traveler Information**
 - 10.1 Broadcast Traveler Information
 - 10.2 Personalized Traveler Information
 - 10.3 Dynamic Route Guidance
 - 10.4 Infrastructure-Provided Trip Planning and Route Guidance
 - 10.5 Travel Services Information and Reservation
 - 10.6 Dynamic Ridesharing and Shared Use Transportation
 - 10.7 In-Vehicle Signage
- 11. Vehicle Safety**
 - 11.1 Autonomous Vehicle Safety Systems
 - 11.2 V2V Basic Safety
 - 11.3 V2V Situational Awareness
 - 11.4 V2V Special Vehicle Alert
 - 11.5 Curve Speed Warning
 - 11.6 Stop Sign Gap Assist
 - 11.7 Road Weather Motorist Alert and Warning
 - 11.8 Queue Warning
 - 11.9 Reduced Speed Zone Warning / Lane Closure
 - 11.10 Restricted Lane Warnings
 - 11.11 Oversize Vehicle Warning
 - 11.12 Pedestrian and Cyclist Safety
 - 11.13 Intersection Safety Warning and Collision Avoidance
 - 11.14 Cooperative Adaptive Cruise Control
 - 11.15 Infrastructure Enhanced Cooperative Adaptive Cruise Control
 - 11.16 Automated Vehicle Operations
- 12. Weather**
 - 12.1 Weather Data Collection
 - 12.2 Weather Information Processing and Distribution
 - 12.3 Spot Weather Impact Warning

ATTACHMENT E-2
SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT PROGRAM
SPECIAL GRANT CONDITIONS

Signal Synchronization and Bus Speed Improvement projects cover a wide variety of traffic engineering measures that can be categorized into four tiers:

- TIER 1 Conventional Traffic Engineering** – such as coordinated traffic signal timing and functional intersection improvements
- TIER 2 Transit Preferential Treatment and Priority Systems** – such as traffic signal priority and bottleneck intersection improvements
- TIER 3 Computerized Traffic Control and Monitoring Systems** – such as central traffic control, adaptive traffic control, advanced transportation management, enhanced detection, and arterial performance measurement systems
- TIER 4 Intelligent Transportation Systems (ITS)** – such as multi-agency system integration, advanced traveler information systems, changeable message signs, and CCTV distribution networks

1. Grantee is required to attend the LACMTA Arterial ITS Committee Meetings quarterly. Grantee shall provide the opportunity to LACMTA staff, other affected agencies and/or the Arterial ITS Committee, to review, comment and participate on all aspects of the Project implementation to achieve multi-jurisdictional consensus, including, but not limited to, scope of work, consultant selection, PS&E, system design, bid documents and Project deliverables.
2. Grantee shall conform the Project scope of work and engineering design to the LACMTA's Signal Synchronization and Bus Speed Improvement Program Guidelines.
3. Grantee shall cooperate with the regional Traffic Forum, a collection of agencies that make up a specific sub-region, and shall not advertise the Project for bid to begin construction before all affected agencies and/or regional Traffic Forum members have fully executed an agreement regarding the maintenance and operation of traffic signal synchronization system(s) along multi-jurisdictional corridor(s). Grantee shall deliver a copy of the fully executed agreement to LACMTA within seven (7) days from the date of full execution.
4. Grantee shall commit and/or secure non-LACMTA funds to maintain and operate the Project improvements. Grantee's failure to provide proper maintenance and operation of the Project improvements may jeopardize future LACMTA funding. Additionally, Grantee's Project shall not make major equipment or timing-plan changes on other Metro Call for Projects funded projects, including but not limited the regional Traffic Forum projects, within the first two years of Grantee's Project implementation/system operation without LACMTA or lead agency prior written approval. The obligations set forth in this section shall survive the expiration or termination of this Agreement.

5. For all Tier 3 and Tier 4 project developments, Grantee shall design for system compatibility with the arterial traffic control open system architecture. Grantee shall coordinate the system design through LACMTA staff to allow communication with the Information Exchange Network (IEN).
6. Grantee shall make available all data from the Project, including, without limitation, improvements and inventory data, to LACMTA upon request.

Grantee shall:

- a. provide real-time traffic data from the Project, if available, to the County (IEN)
- b. allow for archiving through the Regional Integration of ITS (RIITS) Network or any regional ITS software for regional corridor performance evaluation and monitoring purpose
- c. populate ITS FIRST inventory tool with data upon completion of project

The obligations set forth in this section shall survive the expiration or termination of this Agreement.

7. It is understood that the LACMTA/Grantee participation ratio established for this Project will apply to the total Project cost and not to the individual Project elements as defined and estimated in Attachment B.

**ATTACHMENT E-3
SUSTAINABLE DESIGN ELEMENTS REQUIREMENTS
SPECIAL GRANT CONDITIONS**

1. Grantee shall ensure its Project is in compliance with the LACMTA Sustainable Design Elements Requirements by meeting the following conditions:
 - a. Grantee shall attend the LACMTA-hosted training on sustainable design prior to the initiation of the construction phase. The LACMTA training on sustainable design will be held every Fall. For training details, Grantee shall be responsible for contacting the LACMTA Sustainability Policy Manager.
 - b. Grantee shall develop a Sustainable Design Plan (Plan), for LACMTA review and approval, that contains, at a minimum, the following elements:
 1. A list of the sustainable design elements which will be included in the Project.
 2. A summary description of mitigation measures committed through project environmental review.
 3. A detail description of how the Project's proposed sustainable design elements will achieve either (1) the LACMTA Sustainable Design Performance Metrics ("LACMTA Metrics"), found in Appendix J of the Call for Projects Application; or (2) Alternative Metrics, as defined below. If Grantee desires to use an Alternative Metrics, the Plan must establish the alternative set of performance metrics Grantee intends to use.
 4. A description of how Grantee will achieve each LACMTA Metrics or the Alternative Metrics, as applicable to the Scope of Work.

The "Alternative Metrics" is defined as any alternative metrics that exceeds business-as-usual performance in the following areas: energy and water use; waste reduction; stormwater management; and reduction of urban heat island effects, as applicable to the Scope of Work. Grantee may cite performance metrics from standardized sources including but not limited to LEED, LEED-ND, Envision, and Sites Initiative.

2. Prior to initiation of the construction phase of the Project, Grantee must be found in compliance with the Plan. Grantee's compliance with the Plan can be determined in one of two ways: the LACMTA Sustainability Policy Manager shall determine and certify Grantee's compliance with the Plan or the Grantee must provide written self-certification of compliance to the LACMTA Sustainability Policy Manager with these conditions found in Section 1(b).

3. Grantee shall report on the implementation of the Plan. As part of the Project closeout, Grantee shall certify that the Plan has been completed, with approval from the LACMTA Sustainability Policy Manager.
4. LACMTA's Sustainability Policy Manager Contact Information:
Paul Backstrom
BackstromP@metro.net
(213) 922-2183



FA Attachment F PROJECT READINESS CERTIFICATION

As part of the 2013 Call for Projects, the LACMTA Board of Directors, authorized a grant to GRANTEE for the Huntington Park Signal Synchronization and Bus Speed Improvement (the "Project").

Prior to execution of Funding Agreement for the Project, GRANTEE must assure LACMTA that GRANTEE has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded, and that the Project will be completed in a timely manner.

The undersigned, duly qualified and serving as Public Works Director for the City of Huntington Park, certifies that the below Project Readiness actions have been duly authorized and approved by its Governing Authority. The undersigned further certifies that the information submitted herein is true and accurate to the best of his/her knowledge.

Signature

Date

- 1) GRANTEE has incorporated the Project into the adopted Capital Improvement Program (CIP). The date the adopted CIP included the Project is set forth below and attached to this Certification is the CIP cover page and the date showing the Project.

Date of Adoption

- 2) GRANTEE hereby commits to provide its Local Match amount accepted by the LACMTA Board as follows:

Metro Grant Amount	Local Match Amount	Total Project Cost
\$ 936,927	\$ 249,057	\$ 1,185,984

- 3) GRANTEE hereby commits to the following Staffing Plan for the Project:

Staff Name	Job Title	% Project Responsibility
Janie Pichardo	Management Analyst	50%
Daniel Hernandez	Public Works Director	50%

- 4) GRANTEE hereby commits to deliver the Project by the Project Lapse Date.

Project Lapse Date: June 30, 2021

- 5) GRANTEE has submitted all of the foregoing to the Governing Authority of GRANTEE for approval in the date set forth below.

Date of Governing Authority Approval

(Submit Governing Authority Clerk stamped agenda/minutes)